CITY OF MIDDLETOWN
COMMON COUNCIL MEETING AGENDA
DECEMBER 07, 2021

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL (COUNCIL CLERK)

3. APPROVAL OF MINUTES Council Meeting November 01, 2021

4. CORRESPONDENCE, COMMUNICATIONS AND REPORTS (COUNCIL CLERK)

5. FOR THE GOOD OF THE CITY (PUBLIC PARTICIPATION)
   - Presentation from the Middletown School District

6. REMARKS OF THE MAYOR

7. REMARKS OF DEPARTMENT HEADS

8. PUBLIC HEARINGS AND GRIEVANCES (NOTHING THIS EVENING)

9. PETITIONS AND COMPLAINTS (NOTHING THIS EVENING)

10. REMARKS OF THE ALDERMAN AND REPORTS OF COMMITTEES

11. UNFINISHED BUSINESS (NOTHING THIS EVENING)

12. NEW BUSINESS (RESOLUTIONS)
    - Resolution to authorize Mayor to sign and enter into an agreement with the County of Orange for the extension of the Title III-B Senior Transportation agreement effective January 1, 2022.
    - Resolution to amend the City Code to add an ordinance to prohibit double parking.
    - Resolution to authorize the Mayor to sign an agreement with the Orange Bank and Trust Company for Smart Safe program for the Finance Department.
    - Resolution to transfer within the Senior Center 2021 budget a total of $4,000.00 to bring the Senior Bus up to regulations to pass NYS vehicle inspection.
    - Resolution to authorize the Treasurer to transfer $195,261.85 from the Water Fund Balance to fund the balance of the purchase of 28 Pilgrim Corners Road.
    - Resolution to authorize the Treasurer to transfer $25,000.00 from the 2021 ARPA funds to cover plumbing costs associated with the Reservoir Restroom Capital Project.
    - Resolution to authorize the Mayor to sign a contract with Nearmap US, Inc for a subscription to an aerial imagery program for the Assessor's Office.
    - Resolution to authorize the Mayor to sign an Essential Assurance Agreement with Norcom for the repairs and maintenance of the City's Mitel desk phones for an annual cost of $5,648.00.
    - Resolution to approve the annual renewal agreement with PERMA for their 3rd party administration services and authorize the Mayor to sign the agreement.

- Resolution to authorize the Treasurer to transfer a total of $9,120.00 to fund contract for Telephone Maintenance and to fund Tax Expense for properties not included in 2021 budget.
- Resolution to authorize the Treasurer to transfer a total of $17,032.00 within the Police Department 2021
- Resolution to authorize the Treasurer to transfer a total of $6,500.00 within the 2021 Fire Department 2021 budget.
- Resolution to amend the City Code to provide specific methodology to consistently calculate water/sewer hook-up fees for new construction and for change of use of existing buildings.
- Resolution to authorize the Mayor to sign a contract with the Tri-State Geese Police Contract to control the Geese Population in City Parks for 2022.
- Resolution to authorize the Treasurer to transfer a total of $7,900.00 within the DPW 2021 budget for unexpected costs.
- Resolution to authorize the Treasurer to transfer a total of $18,100.00 within the DPW 2021 budget to cover fuel costs for City vehicles for the remainder of the year due to rising prices.
- Resolution to authorize the Treasurer to transfer a total of $17,500.00 within the DPW 2021 budget due to issues at the WWTP.
- Resolution to authorize the Treasurer to transfer a total of $25,000.00 within the DPW 2021 budget to cover necessary repairs to the carrier blade of Truck #16.
- Resolution to authorize the Treasurer to transfer $13,000.00 within the DPW 2021 budget to cover the price increases for two Dodge Rams.
- Resolution to authorize the Treasurer to transfer a total of $58,451.11 within the 2021 City budget to cover expenses.
- Resolution to approve funding for the O&W Building Restoration Project from ARPA funds in the amount of $3,000,000.
- Resolution committing up to $1,000,000 of City of Middletown funds towards the O&W Building Restoration Project.
- Resolution to authorize the Treasurer to transfer $20,000.00 within the 2021 DPW budget to construct two new proposed fence enclosures with gates for two new garbage/recycling depots downtown.
- Resolution to award bids for eight surplus vehicles auctioned off through Auctions International.
- Resolution to amend the City Code to make Walnut Lane and Amchir Ave a three way stop street.
- Resolution to accept the modified proposal for the purchase of and development of 11-15 King Street by JZL, LLC.
- Resolution to amend the City Code of the City of Middletown Chapter 30, Common Council, Section 30-2, time and place of regular meetings to change the time of the Common Council Meeting from 8:00 p.m. to 7:00 p.m. starting at the January 18, 2022 Common Council meeting.
- Resolution to approve the consulting engineer for the O&W Renovation and Repurposing Project.

13. LOCAL LAWS (NOTHING THIS EVENING)

14. AUDIT OF CLAIMS AND ACCOUNTS (FINANCE COMMITTEE CHAIR)

15. ADJOURNMENT

The agenda is tentative and established on all accessible information at this time.
Items may be eliminated at any time. Resolutions are added on an emergency basis.

Common Council Meeting
November 1, 2021
City Hall
16 James Street
Middletown, New York 10940

P R E S E N T

Miguel Rodrigues, President of Common Council
Ald. Tom Burr
Ald. Gerald Kleiner
Ald. Paul Johnson
Ald. Kate Ramkissoon
Ald. Sparrow Tobin
Ald. Jude Jean-Francois
Ald. Andrew Green
Ald. Joseph Masi

A B S E N T

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1. Pledge of Allegiance

PRESIDENT RODRIGUES: Roll.

2. Roll Call

Roll Call: Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Burr, Green, Masi, President Rodrigues.

3. Approval of Minutes.

PRESIDENT RODRIGUES: Approval of minutes.

COUNCIL CLERK: Tonight we have the minutes from Council from October 5th, 2021.

ALD. MASI: So moved.

PRESIDENT RODRIGUES: Motion by Alderman Masi, seconded by Alderman Green. All in favor?

COUNCIL MEMBERS: Aye.

4. Correspondence, Communications and Reports

PRESIDENT RODRIGUES: Correspondence.

COUNCIL CLERK: Nothing this evening.

5. For the Good of the City

PRESIDENT RODRIGUES: For the Good of the City. Anyone who would like to address the council, please step forward.

MS. MCMENEMY: Do I leave this on?

PRESIDENT RODRIGUES: No, you can take it off.

MS. MCMENEMY: Okay. Good evening. My name is Katherine McMenemy and I still live at 19 Willow Place in the City of Middletown. It's been a while. I hope all is well.

A couple of things. One I'd like to thank the Department of Parks and Recreation for redoing the Amchir Park out my way. It -- it's beautiful. It is -- they really did a super job.

The next thing I'd like to ask is that behind my house we have a swamp, a canal, whatever you want to call it. Periodically, it needs to be cleaned out and encouraged to drain. I think it's time for that to be done. I know that Jacob tries to do it on a -- on a rotating basis every three to five years whatever it is. I think it's probably time.

The other thing I'm here for is several years back, two maybe, there was an article in the *Times Herald Record* regarding a portable ice rink that the Village of Slate Hill purchased two at the cost of $5,000 each. They could be used and then put away and used again another year. The cost I thought was fair. And it allowed people and kids and families to be able to participate in ice skating which is a family affair.

We have to take now our grandchildren to Newburgh to ice rink to skate. So I think with a population of 26,000 people that, perhaps, something like that would be doable for the City of Middletown.

And after families and kids skate, the next thing they like to do is eat. So it could be a good situation for recreation for kids and families and for the businesses in the -- in the City of Middletown.

So I'm hoping that, perhaps, it's time for budgeting, I guess. And, perhaps, this is the time for you to figure it in. When I went and spoke to Ms. Christine -- Ms. Christine, pardon me?

ALD. KLEINER: Brinckerhoff. Previous Park and Rec Superintendent.

MS. MCMENEMY: Yes, the previous one. Right, right. I brought her that information and she looked at it and read it and she kept it on file. So I'm just hoping that my timing is right and that you might consider doing something like that. Thank you very much.

ADL. JOHNSON: Thank you. Great idea.

PRESIDENT RODRIGUES: Okay. Anyone else who would like to address the council?

MR. SIERRA: Good evening, again. Joel Sierra, County Legislator for the City of Middletown District 20.

Just to give you an update, Heritage Trail is coming along nicely. The bridges were put in this week. If you don't know, there were salvaged pieces of the old Tappan Zee Bridge. So they were recleaned, reused, and they were installed. And construction is coming along.

It should be done hopefully before the snow falls, but we're getting there. We're getting there.

ALD. KLEINER: What's snow?

MR. SIERRA: It will completed -- hopefully, hopefully. It should be completed up to the east -- East Main Street corridor. Other than that, Election Day is tomorrow. I'd like to make sure I remind all the residents of the City of Middletown to get out and express your -- your right to vote. And wish all of you good luck tomorrow. Thank you.

PRESIDENT RODRIGUES: Thank you.

Anyone else? Eileen, do we have anybody on line?

EILEEN: We -- we do, but not that they have expressed interest in speaking.

PRESIDENT RODRIGUES: Okay. Thank you.

6. Remarks of the Mayor.

PRESIDENT RODRIGUES: Okay, Remarks of the Mayor.

MAYOR DESTEFANO: Good evening. The Halloween parade was held last week and was a great success. I know there was a lot of banter on Facebook and on social media that we didn't hit every street in the city. And, obviously, you know, it's physically impossible to do. And we -- we did have a route posted. And, you know, hopefully we'll make some improvements next year on communication. But, you know, some examples that were angering people was that we said Highland Avenue then the next street was Jay Street. Some of us thought it was obvious that we were going down to Highland Avenue until we got to Jay Street. But some people thought that we were going to go all the way down Highland Avenue and then come back to Jay Street. So I guess you can look at it as the route may have been a little confusing.

But that's not the important part. The important part is that when you watch the video put up by Parks and Rec and you watch the expression on the kids' faces and on the parents' faces, you'll see that it was just an outstanding event full of volunteers and donated goods from the -- from the community.

And I wanted to thank all the agencies involved, Parks and Rec, Middletown Police Department, DPW, fire department for, you know, a job well done and all those within City Hall who made contributions. It was a tremendous night. And next year we hope to see many more happy faces.

Build a Home for Sky is -- you're all familiar with it and some of the public may not be. But the -- the City has donated a piece of property to -- to this project on Broad Street. And I just wanted to read into

-- into the record once again because the project is now moving ahead with -- a law firm has been hired. A supplemental trust has been set up.

So, on Saturday, November 17, 2018, Sky Mendoza's life changed forever when she was involved in a car accident that claimed the life of her pregnant stepmother and left her paralyzed from the neck down.

Sky who was 17 years old and a stage 4 paraplegic spent 18 months in a rehab facility and now shares a small apartment with her father and brother in Middletown. And they were residents of the city prior.

After seeing Sky's desperate need for help, the City recently donated a .015 acre site to a trust set up for Sky. The Mendoza family is now looking to raise the $130,000 to build a wheelchair accessible home for the family of three.

And the -- this foundation has been set up accepting donations. I know the Wallkill Fire Company, I believe, this past year used as a fundraiser, so they're raising money. But the quicker we can raise money for the family, the better -- the quicker than Sky could be into the home that she so needs and deserves.

Her -- her stepmom was very active in Middletown Little League and other programs throughout the city, a lot of youth programs. And the family has been a long-time Middletown resident. So if you're in a position to help, whether it's $5, $10 or whatever, please consider doing so.

You know, today, let me go into this warming center project first. The -- as you know, November 21st, I believe, the warming center will be opening on Mulberry Street. It is the site of the former senior center. And we know the history that being in the St. Paul's basement and then relocating to the temple, we made a commitment to the people in the neighborhood of the temple that it would not be there the following year. We were hoping to have it out sooner, but due to problems getting, you know, the appropriate materials that it was delayed until this year.

Well, we toured it the other day. And it's -- it's done. It's ready to occupy. The volunteers from JMIC have been there working on it. And it actually looks very nice.

But as we put this project together and the HUD Washington, the Housing of Urban Development who fund the CDBG program in the city and as a national program, obviously, they decided that the CDBG best practices webinar series that they hold is for public facilities and improvements. That -- this would be a project that they would like to highlight in their webinar.

So I'm going to ask Maria to come up briefly and just to go through maybe a couple of slides with you because Maria and her team in the -- in the Community Development Office put together not only the funding, but managed the program from day one. We came in with a concept. They made the concept work working with the Greater Middletown Interfaith Council. Gerry was very much involved in the -- in it, so I want to thank him for all his hard work on it also.

But the -- we -- we know the project is going to be a success at Mulberry Street. But I think it deserves some recognition that Middletown, the City of Middletown, is one of five communities in this webinar series nationwide through HUD. So, Maria, come on up and just say a few words for it at this point.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you, Mayor.

As the Mayor mentioned, we were five out of the nation. They had State of Minnesota; Providence, Rhode Island, East Providence, I'm sorry; West Des Moines, Iowa; State of Pennsylvania; and us presented to the -- to the nation our best practices.

We were chosen, our field office HUD New York submitted our project to HUD Washington and we were chosen as one of the five.

Basically, it was for best practices, the best use of our funds and how we applied our funds and how we're managing our funds. As you know, we received in COVID funds from HUD, CDBG CV funds $542,740 and a large portion of that went towards the warming station project.

Actually, we're -- we've already to date spent over 44 percent of that money which is good when it comes to timeliness with the Federal Government, so we're on track to meeting our goals there as well.

But they wanted to know what our challenges were. And the challenge was that the existing warming station was not COVID safe. The temporary was only available short term. And then we had some supply chain shortages in delaying building materials in the time line. And then we did have some difficulty getting reasonable contractor bids.

So they wanted to know how we faced those challenges. And then basically show our best practices was we communicated with between the City, the Mayor and the City Council with all the various organizations, GMIC, the temple, St. Paul's. We utilized connections throughout -- with social media throughout the City.

We had a program structure already in our department because as you know we run the rehab program through our existing CDBG allocation. So that was already in place. And then what we decided to do because of the supply chain and the bands and that and also the bidding process, we decided to phase the construction. So we did this project in phases which helped us with our timeline and also pricing.

So if you remember, I believe our first bid came in at over $800,000 back in January. So, with phasing this project in, I believe in COVID funds, it's like half we spent on this project. So you can see by doing this, we were able to save the federal government and the City half the funds.

We, again, coordinated with construction workers and the different trades. And, you know, shout out to my department to Mike and Patty for managing this program and oversight. And it -- it was just an honor to be chosen by HUD and for showing how the City can -- can utilize grand funds in a proper way and manage them properly. And it was -- it was just pretty -- pretty awesome to present. I believe they -- they told me there was over 700 on the webinar, 1,200 signed up for it.

So, the final piece of this is it's going to be packaged up and sent to Congress. They're going to do -- be doing a report on the webinar and they're putting a report on all the best practices on all five of us. And it's going to be submitted to Congress within a month or so. So stay tuned.

ALD. KLEINER: Congratulations.

MARIA BRUNI, ECONOMIC DEVELOPMENT: Thank you.

MAYOR DESTEFANO: So that was all good news. And as you know, we were supportive of the project. The City put a few bucks into this project too to move it along even quicker. And Maria's department and -- and Mike Zahorchak and Patty Racine did an excellent job.

So now we come to the sweet time of things. And that is the marijuana legislation. I understand I was at the New York Conference of Mayors last meeting, so I was unable to be here. So I watched the meeting online and I was surprised that Mr. Ayalo took a couple cheap shots. But it is election time, so, you know, nonsensical statements usually just rub off my -- roll down my back and I -- I try to ignore them.

But before I get into the comments that he made, I just -- I forwarded a letter to you folks from a woman. I'm not going to say where she lives, but she lives in Middletown. And this is the problem we're going to face with the marijuana legislation.

The -- she talks about where she lives and how she's talked to her landlord. She lives in a multi-family building. In the past few months, there's been smoking of marijuana in the ground floor of the building.

The landlord does not want smoking in the hallways. I live on the top floor and because smoke rises, it lingers on the floor where I reside. My children and myself must walk through a cloud of smoke when we enter or leave my apartment. I have a 14-year old son and a 10-year daughter. In addition to myself, it affects any person that visits. My father is 72 years old. He must inhale that when he -- that smoke when he visits. He has emphysema.

The smoke enters my apartment due to the frequency and the amount of people that are smoking. And it goes on and it goes on and on and on. You've all -- you all saw it and I'm sure you were all moved by it.

That's one of the problems of the marijuana legislation. And I know us opting out is not changing that. But we are working on legislation that may be helpful to city residents in that area because a landlord can designate his building or their building -- his or her building as smoke free. By doing so, that would mean tobacco and marijuana. But by doing so, the question becomes who is the enforcing agency and how does it -- how -- how do you respond to someone doing so and -- and what rights do the -- is it the police? Is it code enforcement? How -- how do we go about it?

So legal counsel is working on all that. So we're going to come up with some interesting ways to apply local laws if we can.

So that leads into Mr. Ayalo's inaccurate statements. And because when you allow inaccurate statements by a candidate for office to just lay out there and they linger and then all of a sudden they become fact in some people's minds. And, you know, it's -- it's not coincidence that he's running for office that he made these statements. It's not a coincidence he did it on the night I wasn't here because no one could refute his allegations. But I think that speaks more to the character of the person making the charges.

But he stated that night that because of the passage of the opt-out law and the City's delay in voting that they only had 10 days to gather signatures. That's not true. The opt-out law gave everyone 45 days from the date of passage. As a matter of fact, I think it was the date of filing the local law -- the date of signing of the local law. So you had 45 days to sign it. So it still stands that not one signature was collected by Mr. Ayalo or any of his characters that came with him to that meeting in support of the marijuana legislation.

And he was emphatic about that. He -- he was -- stood here at the mic and looked at the people and spoke to the public at home and said, basically, the City screwed me. They screwed us, the advocates of this program, we got screwed.

And we can disagree on whether it's a good or a bad program, but you can't sit up here and lie. So he has to be corrected that he had 45 days. And he collected as many signatures in 45 days as he did in 10 days and that was zero.

He also stated that they were busy working on election, so we'll do it next year. We'll go out and get signatures next year in order to place this on the ballot.

He obviously hasn't read the law or has no -- he's not familiar with how local laws work. And you don't expect a lay person to be familiar with that process. It can be confusing at times. But local laws are not subject to annual referendum in New York State. We don't have initiative and referendum like California where you can force things to the ballot. So you had one shot and that was the whole point of opting out. You have one shot to opt out, but you've got multiple shots to -- to opt in, at least two shots to opt in. You can opt in now or you can opt in at any point in the future.

So, again, whether it's a lie or just not doing his homework, it's absolutely irresponsible to make that kind of statement.

He stated the libertarians who came -- who came here are from Middletown or some form representative of Middletown. And then the next line is, well, Peter is from Newburgh. Well, Newburgh is not Middletown. If Newburgh wants to do what they want to do, go to the Newburgh City Council and talk there. Give your opinion here. Someone else from the Ninth Judicial District representing the libertarians, I don't care what the libertarians have to say. I'll listen to them. I'll do this. I'll do whatever it takes in a cordial manner. But the bottom line is, I'm more concerned about what people who live in the City of Middletown have to say like the lady whose letter I just read. That's what I'm concerned about.

And my -- I think the math on the meeting that night was 16 speakers and three were from Middletown. And I'll take those odds that the voices of Middletown were heard and were heard. And understand that we opted out with the possibility of opting back in if we so choose at some point.

I have my own opinion and everybody here has their own opinion on how we move forward. But it certainly is not the correct what Mr. Ayalo said that night. And I didn't know that working on a -- on a campaign would preempt you from going out and getting the accurate information to go to a public meeting and tell the people who you're asking for support from that -- a lie. And that's what he did. He looked people in the eye and he lied.

He also stated that I should debate himself or Coleen Hughes. Well, he's been coming to meetings here quite a while. He didn't ask for a debate prior to that. I would have been more than happy to debate him on the marijuana legislation. But that legislation is done.

But I did meet with Coleen Hughes. And let me tell you about my three, four hour meeting with Coleen Hughes. Mr. Masi was there. And we had a good meeting. But what he doesn't say when he mentions Coleen Hughes' name is Coleen Hughes is a representative of the marijuana industry. She's not a person who is an informed citizen with an opinion. She's a person who makes her living in the marijuana industry. So she certainly is not an objective person. She's a person who you can get feedback from and input from. But to show you -- so we did.

We -- we -- we had, as I said, probably three hours. And it was a good meeting. A lot of exchange of ideas. And we -- we told her our opinions on different things. But the one thing that I did ask Coleen Hughes to do that day and it seems to be a pattern here with people who don't like my position at least is I did ask Coleen Hughes when you go to the public hearing and you speak that you should at least upfront tell the public that you are not there as the average citizen, you're there as a representative of medical -- not medical marijuana, you're a representative of recreational marijuana. And she didn't -- she promised me she would. And she did not. I had to come up after her and point it out.

So when people deal that way, it certainly goes to their credibility. When people come here and lie, we can disagree, but just don't come up here and lie about it.

So that, hopefully, will put it bed. I think tomorrow is an election, so the, you know, people have the choice in these matters, but I -- I could not let that go without responding to it.

Tomorrow, as I said, is Election Day. Please exercise your right to vote. We -- if you need a ride to the polls, there are polls available -- rides available. Just search on the internet if you need -- I'm not sure if the senior bus is running tomorrow. We are running the senior bus or call the senior center. That is apolitical. There's no -- no partisanship involved, 346-4170 or not, what is it 4070? Maria, you're -- you're

4170; right? I think it's 4070. 4070, I should have known that first, right? But, well, if it's the wrong number just call information. But it's on the website. Yes. But we will give you a door-to-door service bringing you to your election district if you so choose.

We also have -- you have a resolution tonight appointing Richard P. McCormick, Middletown resident to an important position. As I mentioned at one of the previous meetings, our -- our Clerk of the Common Council, John Naumchik, is retiring after 11 years plus maybe, around 11 years of service to the City. So we wanted to thank John as he enters his retired -- as a retired person. I wish him the best. And we also bring on Rich McCormick as the new clerk.

Rick comes from -- lives in the City currently working in Mount Vernon. And we'll be an excellent addition to the staff. So, hopefully, you'll vote tonight and approve Rick's appointment.

And the last matter is COVID. It's getting better, but it's still not great. It's almost 5 million worldwide and about was about 750,000 deaths in the United States. So please do what you can and wear masks if possible when you're in large groups. And have a nice Election Day. Thank you. Any questions?

PRESIDENT RODRIGUES: Any questions for the

Mayor?

MAYOR DESTEFANO: Thank you.

PRESIDENT RODRIGUES: Thank you.

7. Remarks of Department Heads

PRESIDENT RODRIGUES: Remarks of Department Heads, Economic Development.

MARI BRUNI, ECONOMIC DEVELOPMENT: Good evening. The Mayor mentioned that the warming station will be opening November 21st. We're going to have a ceremony on November 19th at 11 a.m. at the location. So we'll be sending out invites to everyone. And we're looking forward to cutting the ribbon there.

The Paramount a week ago had a soft reopening with their movies and we're doing great and getting back into the swing of things. And we're looking forward to the rest of the year in 2022.

We're starting to work on the -- well, we've been working on the tree lighting and parade with -- for the Santa parade and -- and such on November 26th. Working with Jacob and his department on -- we should have some word on a tree by the end of the week, but we're still, you know, looking at trees. And we've been advertising. We're looking for like a 35 foot or more spruce tree. So, to donate, go to our website and you can learn more about that as well.

But it's great to see that we're going to be able to pull off the lighting this year and -- and the parade. And we're just finalizing the guidelines for that, the COVID guidelines, so we can have a safe night as well.

And that's all I have for tonight.

PRESIDENT RODRIGUES: Any questions for Maria?

MARI BRUNI, ECONOMIC DEVELOPMENT: Thank you.

PRESIDENT RODRIGUES: Thank you, Maria.

DPW Commissioner.

JACOB TAWIL, DPW COMMISSIONER: Good evening, all. So, I'm just going to update you very quickly on -- on the projects that are taking place in the City of Middletown.

To start off, the DEC finally -- the Mayor and I have been meeting with them, literally, for years and working on safe field analysis and a lot of studies and revalidating the models for our safe yields and our reservoirs and so on and so forth. And, finally, we got the water withdrawal permit from DEC at the safe yield that we were looking for which is 4.2 million gallons per day which is a huge accomplishment for us.

There are strings attached to this permit which we have to install floor meters all over our reservoirs. And that is something we have one year to accomplish that and we will be doing that.

We have also to firm up our -- we have to firm up our Mill Pond water taking permit as well to change it from supplemental to a permanent water taking permit. And that will be -- we would be pursuing that on a fast pace, so we can comply with the DEC schedule. But we are very excited again about the 4.2. It's a great accomplishment for us. 4.2 million gallons to be our safe yield.

Just to give you an idea, our -- our consumption right now is around 2.7 million gallons per day. And we have up to 4.2. We have most of the water committed for for future development. But we -- we still have a cushion and we will be looking at different water -- water resources as well.

The capital projects, obviously, Alderman Masi, the reservoirs are full. And with the huge among of rain that we've had lately, about 8 1/2 inches in the last week almost of October, that's a huge amount of water. And that caused our New York Rising Projects which is West Main Street, bridge replacement and Grant Street culvert replacement to be shut down because of the huge amount of water that was flowing through. But they're starting both of them again. And, hopefully, tomorrow we'll have more progress on the West Main. But every --

everything is in very good shape with these two projects except for the rain.

The high pressure water main, the 24-inch high pressure water main on 211, Monhagen Avenue just outside the city, tomorrow should be the last day where we are using one lane. We're putting our water main in one lane of the state highway on 211. Once we're done, we're going to be shifting over to the sidewalk, so you're going to have two-way traffic reestablished hopefully the day after tomorrow.

We appreciate the public perseverance and working with us and being very patient and respecting the safety of the workers there and the flagman and so on. We appreciate it very much. But that's something that has to be done for improving our infrastructure for -- for another hundred years.

The leaves, we started the leaves pickup. The schedule is online. Please be very careful not to put the leaves -- the piles of leaves as they come more -- down more and more near intersections. Keep them within 4 foot of the curb. If your street is not (inaudible), keep it within 3 foot or 2 feet off the curb. Please, because we got students in there, we got children. We got school buses. You've got cars. Some cars still drive crazy unfortunately, so they will not see the little kids jumping, you know, between the piles of leaves. We're going to go as fast as we can. But, please, bear that in mind especially if there are young children in the -- in the neighborhood or in that block. Be very careful of that.

So, also, the Department of Public -- Department of Health, they have conducted their annual inspection of our water system which includes -- includes the water treatment plant and the entire reservoir system and the water distribution system tanks and so on and so forth. They've done that last week. Everything went very smoothly and we are very happy with that.

Part of our regulations also to upgrade our emergency response plan for our -- for our water system which is the water treatment plant under reservoirs. We have to do that once every five years. So we did that on time and we submitted that for DOH, the local department and then it goes to New York State for review and approval. So that was only an update for it.

And before you tonight there is an important resolution for the traffic operations. It's awarding the bid for voice excavation in the amount of over $26 million. It's a huge project in there, but it's traffic operation is one large component of it for about 19 -- for about $21 million. The rest of the money is -- the

Mayor allocated some money from the American Recovery Plan. And the other money is from -- from the DRI. So all together about over $26 million.

And we are short some funds in there which we are trying to get from Orange County Transportation Council hopefully in the coming weeks. The Mayor will be updating you on that.

And with that I will conclude my remarks. If you have any questions for me.

PRESIDENT RODRIGUES: Any questions for Jacob? Thank you, Jacob.

JACOB TAWIL, DPW COMMISSIONER: Thank you. Good luck for everybody for tomorrow.

PRESIDENT RODRIGUES: City Treasurer.

KELLY ANN KELLY, CITY TREASURER: Good evening. The Mayor, Chairman Masi, and I have met with all the department heads to go over our 2022 budget. Preliminary budget is on the website. If anybody has any questions, I can send them copies, emails. Please reach out to me. And we will be talking about it at the next Board Investments meeting. And that's it.

PRESIDENT RODRIGUES: Any questions for Kelly? Thank you, Kelly.

Police Chief.

JOHN EWANCIW, POLICE CHIEF: Good evening. I actually have nothing unless you have questions for me.

PRESIDENT RODRIGUES: Any questions for the police chief? Thank you, Chief.

PRESIDENT RODRIGUES: Superintendent of Recreation.

RAELYNN BERTHOLF, SUPERINTENDENT OF RECREATION: Good evening, everyone. We'd like to congratulate and thank Eagle Scout Liam Doughty from Troop 157 who recently completed his Eagle Scout project with the Recreation Department. If you haven't noticed, he created three free libraries. They're self-standing libraries that are in three of our parks; Maple Hill, Davidge Park, and Amchir. We filled them with books. We've already had to refill them three times. They're self-opening for the public for the kids to go. They're placed next to benches. The kids have been reading books, taking them. People in the community have also been donating books as it gets low, so they take a book and end up putting new books back in. So thank you and congratulations to Liam Doughty.

And we'd also like to congratulate the New Mayor's Youth Council officials for 2021 and 2022. President is Kara Abadum (phonetic) and vice president is Anaya Gonzalez (phonetic).

A huge thank you to the Middletown Police

Department, fire department, and DPW and with all with the rec. We had a very successful Halloween Parade. And thank you to all the communities and all the departments who donated candy for us.

And if you haven't checked out our YouTube page, the video is up. And like the Mayor was saying, the smile on the kids' faces and if you listen closely, Joe Adapetro (phonetic) who made the video, you can hear the kids' voices in the video also and the excitement from the kids and the parents in the video.

Right now we are pretty much wrapping up all of our fall programming and we are starting to schedule our winter programs. And if on the City website is a direct link to our website that does all our programming for winter and everything we have going on right now. And that is all.

PRESIDENT RODRIGUES: Any questions for Raelynn? Thank you, Raelynn.

City Clerk.

JOHN NAUMCHIK, CITY CLERK: Just a reminder that tomorrow is voting. And if anyone has any questions on their location of where they want to vote, they can call my office at 346-4166 and we will tell by ward and address where they need to vote if they're not sure.

That's all I have.

PRESIDENT RODRIGUES: Any questions for John?
Okay. Thank you, John.

8. Public Hearings and Grievances.

(Nothing this evening.)

9. Petitions and Complaints

(Nothing this evening.)

10. Remarks of the Alderman.

PRESIDENT RODRIGUES: Okay. Remarks of Alderman. Alderman Burr.

ALD. BURR: Just go out and vote tomorrow. Thank you.

PRESIDENT RODRIGUES: Alderman Jean-Francois.

ALD. JEAN-FRANCOIS: Yes. Encouraging everyone to go out and vote. And this year it was very interesting because Sparrow and I, we've been campaign and knocking on doors for -- for months. And it's interesting, everyone that we talk to, I'll say 99.9 percent was very positive of what's going on the City. And that make us very proud. We have so many projects going on. I mean, we have so many positive things going on in the City. And we heard from our constituents. And it's a heartfelt feeling to -- to feel that we doing what we're supposed to do and we doing a great job at it. And thanks to everyone.

Please go out tomorrow and show us the love.

Thank you.

PRESIDENT RODRIGUES: Alderman Kleiner.

ALD. KLEINER: Thank you. I just want to add to the voting that don't forget there are six propositions on the back of your ballot. And Middletown, New York State has five of them.

One is about apportionment and redistricting, trying to make it fairer and absolutely non-partisan. There's one about a right to clean air and water. There's one about longer voter registration period right up to and maybe including Election Day. The one about no excuse absentee voting -- voting, so, like, they're in a pandemic, if you want to vote absentee, you can, you don't have to say I'll be away or any excuse. The fifth one is the New York City Civil Court being able to hear things from $50,000 rather than $25,000 limit which would free up a lot of time on the Supreme Court.

But number six in Middletown which is very important is the increase to the low SAP for the volunteer firefighters. It's the sort of fund that -- that they can get on completing however many years it is and how many fires they have to show up to. But there are a requirements. And it's really the least we can do for our volunteers. So I urge everyone you don't do any of the others, make sure you vote for proposition six.

The warming station and so people know, it's 8 to 10 Mulberry Street. It's the old Mulberry House. It's where the Land Trust was for a while. It was the Mills House for many years. There are additional training sessions. And they do need overnight volunteers. That's the biggest need right now. There will be training sessions at 7 p.m. at Mulberry at 8 to 10 Mulberry on Wednesday, November 3rd; Wednesday, November 10th; on Monday, November 15th. And then after it opens on Tuesday, November 30th. So if -- if you want to sign up -- if you've been to one and want to sign up, you can always go to the middletownwarmingstation.com and you'll find all the information there. And thank you to Andrew who maintains the site.

We have a lot of resolutions tonight. A lot of them are transferring money within the departments from -- from one line to another line. You know, the 26 million sounds like a lot of money for the intersections project until you see that the high bid was, I think, 47 million. So thank you, Boise (phonetic) we really didn't do so badly.

But all that information and all the details on the transfers if you're really interested because there are a lot of things that will just say transferring and we'll probably -- we'll probably pass all of them. But if you really want to see what they are about, you can go on the website. You can look at the agenda and it has all the letters explaining them and requesting them. So it's -- it's there for as much as you want to find out about it.

Andrew and I will be having our constituents meeting next Monday, November 8th a 7 p.m. right here in council chambers.

And, lastly, remember a week from Thursday and before our next meeting, a week from Thursday is Veterans Day. And there are two Veterans Day ceremonies/celebrations being conduct in the city. One is at Post 151 at the Middletown American Legion on Wawayanda Avenue. And the other one will be at the Elks Club. And they will both be at 11 a.m. So take your pick, but please go out and support our veterans. Thank you.

PRESIDENT RODRIGUES: Alderman Ramkissoon.

ALD. RAMKISSOON: Good evening. I did have the opportunity to do early voting which was great. It looks like we had a pretty solid turnout. And, you know, a good number have already spoken their voice in the selection and that's always a good sign for democracy. And Paul and I have been a really good team here in the Third Ward over the years and working together has been a lot of fun, you know, getting out and being with our community and trying to solve problems as we get them. And, you know, walking around and knocking on doors and talking to people is just a reminder that the people in this city are a huge reason why I love Middletown so much because we come from every walk of life, every kind of background. And, you know, if someone were to tell me that they felt that there was division or that we were in any way divided, then I would argue that they are not very connected to this city because we are a community that rallies around when someone is in need. A perfect example is raising money for Sky. We come together in wonderful ways. If you go to a Friday night concert down at John Degnan Square, if you come to our parades, go to Nights Out Against Crime, our tree lighting which I'm excited is back or any of our Middies' sporting events. And you would see that Middletown is vibrant, beautifully diverse, and it's a city on the rise. And that is a credit to our Mayor and our Council President and their leadership and to all the city workers that take pride in what they do here. And I just -- I hope to see us all come back and keep up the good work that we're doing here. And go Middie pride.

PRESIDENT RODRIGUES: Alderman Johnson.

ALD. JOHNSON: Thank you. I want to also congratulate the administration and Maria for the HUD recognition. Five in the country out of hundreds, that's pretty impressive.

I'll share the comments of Alderwoman Ramkissoon and Alderman Jean-Francois. We have -- rang a lot of doorbells in the last five months in the Third Ward. Pretty much positive. I mean, we've done a lot of good things in the last, two, four, six, eight, ten years. So I haven't heard anybody thinking we weren't holding our own with accomplishments and quality of life.

I'm very excited about the thought of the ice skating rink. I did my college days up in the Finger Lakes up at Cornell. It's a small city. We had an outdoor rink. I agree with everything that was said about more glue, quality of life, go skating, hot cocoa, get a burger. I assume those were outdoor. And I think if we could pull off an outdoor ice skating rink in the City of Middletown, it's way better than indoor. No offense to Newburgh Ice Time.

I also wanted to let you know that I ran into athletic director coach last week. You may or not remember a year or two ago when the states were here, we collaborated with the -- with the school district and we distributed I think it was 1,000 dining (inaudible). Mr. Coach reported to the school board that those weekends with the states are extremely beneficial economically and to the region. And if we can showcase some of our restaurants to people that are staying in a hotel or motel for a night or two for their kids, it was a very positive experience two years ago and we appreciate the opportunity to collaborate with them once again this year.

And, lastly, there's a guy named McCormack on the agenda. Rick and I have shared a previous life in different circumstances. But I -- I want to say I'm very excited about him joining the team. I have every level of confidence that he will present -- present a very smooth transition. And welcome aboard. Thank you, Mr. McCormack.

PRESIDENT RODRIGUES: Alderman Green.

ALD. GREEN: Thank you very much. Yeah, I do look forward to seeing everyone here next Monday for our constituent meeting. Please join us 7 p.m. here on the 8th.

Congratulations to the Mayor and Maria on that warming station, CDBG Program. That's, I mean, after a long year, a lot of ups and downs, what a wonderful way to really show your efforts and be rewarded for them. And I know everybody with the warming station committee is -- is really excited and very happy with the new home.

And I think it's going to be great overall for everyone.

I did stop at the Paramount and view No Time To Die. And I will say definitely if anything I took away from it was that it was one of the movie-going experiences I've had. And the sound system in there is phenomenal. So if you get a chance to watch a movie, wow, it's -- it's really amazing there, so -- so take the opportunity to go in.

And, like everyone else said, Election Day is tomorrow, please go out and vote. You know, and definitely to -- to echo Alderman Kleiner, you know, please turn over that ballot and do your best to support the -- the propositions on the back.

That's all for this evening. Thank you.

PRESIDENT RODRIGUES: Alderman Tobin.

ALD. TOBIN: Hope everyone enjoyed Halloween. I sure did. It was great to see all the little kids running around in their costumes. My kids are getting older, so they don't want to hang out with me. But it was fun passing out candy and seeing the youngsters.

I'd like to congratulate Liam Doughty for achieving the rank of Eagle Scout. He was in my son's troop, 157. That's great what he did.

And then, I mean, I'm just going to preach a little bit. But as just advice to local candidates, I try to stay positive and run in a positive note. When you go negative and especially in a local race, it's, you know, I think it backfires on you. You know, in the end of the day we're all neighbors. We go to the same supermarket. Our kids go to the same schools. You know, we -- we're basically living together. And that, you know, you don't gain anything by tearing people down, it doesn't build you up. So I think run on my advice to anybody running for office, run on what you stand for and keep it positive. Thank you.

PRESIDENT RODRIGUES: Alderman Masi.

ALD. MASI: Gerry, I want to thank you for bringing up next Thursday the 11th is Veterans Day a week from this. It actually leads me into something I wrote and I want to read. And I hope you'll bear with me for I think it takes me about a minute and a half.

I would like to take a moment to thank Vinny Napolitano for submitting a letter to the editor acknowledging that I am and have been for many years the only military veteran Middletown elected official.

I want to inform you something about Vinny that few people actually know. He is one of the highest decorated Vietnam veterans in our area. He was awarded the Purple Heart Medal. The Purple Heart Medal is presented to service members who have been wounded or killed as a result of enemy action while serving in the US Military. A Purple Heart is a solemn distinction and means a service member has greatly sacrificed themselves or paid the ultimate price while in the line of duty.

And Vinny was also awarded the Bronze Star with valor. The Bronze Star with valor is awarded for valor or bravery during combat actions against an enemy force. It is the fourth highest award for military combat bravery. Only 1 in 40 Bronze Stars awarded are with a valor device.

Tomorrow's election day and no matter who you vote for I believe it is not only your privilege and honor to cast your vote, but also your duty because of the sacrifices that brave men and women like Vinny have made for us. Thank you.

PRESIDENT RODRIGUES: Thank you. New business.

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CERTIFICATE

I, LISA KANE, certify the foregoing transcript of proceedings prior to New Business of the November 1, 2021 Middletown City Council meeting was prepared using the required electronic equipment and is a true and accurate record of the proceedings.

Signature: Lisa Kane

Date: November 23, 2021

Agency: American Legal Transcription

11 Market Street, Suite 215

Poughkeepsie, New York 12601

12. New Business

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Kleiner

Date of Adoption 11-01-21

Index No: 215-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown hereby amends the City Code Chapter 460 Vehicles & Traffic, Section 460-11, Through Streets; stop streets; yield intersections to add in subsection B stop streets the following:

- Jay Street will be a stop street at the intersection of Highland Avenue
- Chappell Parkway will be a stop street at the intersection of Highland Avenue
- Royce Avenue will be a stop street at the intersection of Wisner Avenue
- Church Street will be a stop street at the intersection of Highland Avenue
- Crawford Place will be a stop street at the intersection of Sproat Street

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Burr

Date of Adoption 11-01-21

Index No: 216-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

WHEREAS, bids were opened by the Board of Estimate and Apportionment on Tuesday, August 31, 2021, for the Traffic Operations (Share 1), Streetscape (Share 2) and ARP funded (Share 3), and

WHEREAS, the Board of Estimate and Apportionment referred the bids to the Commissioner of Public Works for his review and recommendation to the Common Council of the City of Middletown, and,

WHEREAS, the Commissioner of Public Works recommends to the Common Council that the bids be awarded to Boyce Excavating Co., Inc. in the amount of $26,162,140.70, conditioned on the DOT review and approval of attached package.

NOW THEREFORE BE IT RESOLVED; that the Common Council of the City of Middletown concurs with the Commissioner of Public Works and awards the bid for the Traffic Operations (Share 1), Streetscape (Share 2) and ARP funded (Share 3) in the total amount of $26,162,140.70 to the following:

Boyce Excavating Co., Inc.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Green

Date of Adoption 11-01-21

Index No: 217-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $10,000.00 within the 2021 budget for expenses related to consulting contract with RBT to review the City's ARPA plan in the following manner:

FROM	AMOUNT	TO
A.4785 ARPA Funds Exp	$3,333.34	A.8888.900 General Fund. Auditing
A.4785 ARPA Funds	$3,333.33	F.8888.900 Water Fund. Auditing Exp
A.4785 ARPA Funds	$3,333.33	G.8888.900 Sewer Fund. Auditing Exp

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Kleiner

Date of Adoption 11-01-21

Index No: 218-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $15,596.54 within the Middletown Recreation & Parks Department to cover shortage of overtime funds due to COVID steaming of the playground equipment and pressure washing and steaming downtown sidewalks. Transporting and setting up mobile stage for Fireman's parade, Veterans Day Event and Award Ceremony for Fireman. Several unexpected power surges over the summer at War memorial Pool in the following manner:

FROM	AMOUNT	TO
A.7180.100 Pools/Personal Services	**$11,501.05**	**A.7110.103** Parks/Overtime
A.7180.103 Pools/Overtime	**$4,095.49**	**A.7110.103** Parks/Overtime

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Green

Date of Adoption 11-01-21

Index No: 219-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $60,000.00 within the Fire Department 2021 budget to cover overtime thru December 2021 in the following manner:

From:	AMOUNT	To:
A.3410.100	$60,000.00	A.3410.103
Personal Services		Overtime

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Ramkissoon

Date of Adoption 11-01-21

Index No: 220-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer the following within the 2021 budget to cover existing overdrafts in the following manner:

FROM	**AMOUNT**	**TO**
A.1930.930 Judgement & Claims Property	$17,775.00	A.1900.950 Taxes on City
A.9000.861 Health Ins – Retirees	$200,000.00	A.9000.870 Unused Sick Time
F.9000.860 State Health Insurance Property	$18,900.00	F.1900.950 Taxes on City

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Tobin

Date of Adoption 11-01-21

Index No: 221-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi			X	
Pres. Rodrigues	X			
TOTAL	8		1	

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer the following within the 2021 budget to cover existing overdrafts in the following manner:

FROM	AMOUNT	TO
A.1430.401 Civil Service Travel Exp Office Exp	$100.00	A.1430.480 Civil Service

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Green

Date of Adoption 11-01-21

Index No: 222-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer the following within the 2021 Middletown Police budget to cover the shortages within the overtime budget line for the remainder of the year in the following manner:

From	Amount	To
A.3120.417 Gas & Oil	$10,000.00	A.3120.103 Overtime
A.3120.110 Part-time Officers	$30,000.00	A.3120.103 Overtime
A.3120.400 Contractual services	$20,000.00	A.3120.103 Overtime

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Jean-Francois

Date of Adoption 11-01-21

Index No: 223-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to declare the following two Middletown Police vehicles surplus and no use to the City and authorize the Police Chief or his designee to dispose the vehicles through the auction process.

Vehicle 33(Juvenile Aid Officer) – 2006 Chevrolet Tahoe: VIN#
1GNEK13Z66R155650
Vehicle 38(SRO- Truman Moon) – 2006 Chevrolet Tahoe. VIN#
1GNEK13Z36R157484

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Kleiner

Sec'd by Ald. Green

Date of Adoption 11-01-21

Index No: 224-
21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

Whereas, authorization to approve rental and other agreements for use of the Paramount Theatre has been transferred to the City of Middletown as per Resolution #308-17 on November 06, 2017, and

Whereas, the yearly number of such agreements varies from 30 to 75 agreements, and

Whereas, the Corporation Counsel reviews all such agreements prior to execution, and

Whereas, the negotiation and execution of these documents, by necessity, occurs within a short timeframe,

Now, therefore, be it resolved by the Common Council of the City of Middletown that the Mayor is hereby authorized to execute, upon Corporation Counsel review, all rental and related agreements for the Paramount Theatre for the 2022-2023 which will be January 1, 2022 through December 31, 2023.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald. Jean-Francois

Date of Adoption 11-01-21

Index No: 225-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign a new 63-month lease with Toshiba copiers for the City which Toshiba will be providing new copier equipment and continue to provide service on all copiers and printers. The monthly base cost for the lease will decrease from $2,177.20 to $2,011.30.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Jean-Francois

Sec'd by Ald. Kleiner

Date of Adoption 11-01-21

Index No: 226-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

WHEREAS, the Mayor, Police Chief and Commissioner of Public Works are proposing an updating of City parking ordinances.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-9, Regulation and control of municipal parking lots, to read as follows:

§ 460-9. Regulation and control of municipal parking lots. No motorcycle, motor vehicle or vehicle shall stand, be left standing or park at any time in any parking lot described in this Section outside the time periods listed. With respect to timed parking spaces, moving from one parking space to another in the same parking lot does not extend the time limitations of such restriction. For the purpose of this Section, a "commercial vehicle" shall be any vehicle that has more than six (6) wheels. The Department of Public Works shall install appropriate signage to implement the provisions and restrictions contained in this Section.

A. James Street parking lot: Lot # 1.

(1). Except as provided by Paragraph (4) below, this entire Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). On the south side of this Lot, there shall be no parking from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

(3). No commercial vehicles are authorized to park in this Lot.

(4). Overnight parking on the north side of this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

(5). Electric charging spaces are for use by electric vehicles only, while charging, up to a maximum of 4 hours.

B. East Main Street parking lot (7-27 East Main Street): Lot # 2.

(1). Except as provided by Paragraph (4) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Parking of motorcycles is allowed in designated spaces only.

(4). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

C. West Main Street parking lot (adjacent to 28 West Main Street): Lot #3.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

D. West Main Street parking lot (between 12 West Main Street and 20 West Main Street, extending to South Street): Lot # 4.

(1). Except as provided by Paragraph (4) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Ingress to this Lot shall be from West Main Street only. Egress from this Lot shall be to South Street only.

(4). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

E. South Street parking lot (adjacent to 2-8 South Street and extending behind 2-8 South Street and along Washington Street, on two levels, designated as Upper and Lower Levels): Lot # 5.

(1). Except as provided by Paragraph (3) below, the Upper Level in this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in the Upper or Lower Levels of this Lot.

(3). Overnight parking in the Upper Level of this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

(4). Parking in the Lower Level of this Lot shall be allowed for a maximum of 72 hours.

(5). Electric charging spaces are for use by electric vehicles only, while charging, up to a maximum of 4 hours.

F. Paramount Theatre parking lot (adjacent to 17-19 South Street): Lot # 6.

(1). Parking in this Lot is permitted only for persons attending the Paramount Theatre on the same day of the parking. Parking is permitted for such Theatre patrons from 8:00 a.m. to 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m. Sunday through Saturday.

(3). No commercial vehicles are authorized to park in this Lot.

G. South Street Lot (adjacent to 26 South Street and across from 25 South Street [the court building]): Lot # 7.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

H. Canal Street parking lot: Lot # 8.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

I. Erie Station/adjacent to 90 North Street: Lot # 9.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

J. The Second Baptist Church parking lot (on North Street, between 123 North Street and 135 North Street and extending to Grove Street): Lot # 10.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

K. Courtland Street parking lot: Lot # 11.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

L. The Railroad Avenue/North Street corner lot: Lot # 12.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit.
Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 8:00 p.m., vehicles with overnight permits are subject to the 4-hour limit imposed by Paragraph (1), above.

M. The North Street parking lot adjacent to 101 North Street: Lot # 13.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

(3). No commercial vehicles are authorized to park in this Lot.

N. Henry Street Lot: Lot # 14.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

O. The Salvation Army building parking lot (between Mill Street and Hanford Street): Lot # 15.

(1). No parking is allowed in this Lot from 4:00 a.m. to 7:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

P. Erie Way, between North Street and Cottage Street: Lot # 16.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). No commercial vehicles are authorized to park in this Lot.

Q. Coach USA Lot: Lot # 17.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

R. The City parking lot, between Cottage Street and Montgomery Street: Lot #18.

(1). Parking in this Lot shall be allowed for a maximum of 72 hours.

(2). Electric charging spaces are for use by electric vehicles only, while charging, up to a maximum of 4 hours.

(3). No commercial vehicles are authorized to park in this Lot.

S. The Watts Park parking areas along Wisner Avenue and Watkins Avenue.

(1). No parking shall be allowed along Wisner Avenue from 2:00 a.m. to 8:00 a.m. on Wednesday.

(2). No parking shall be allowed along Watkins Avenue from 2:00 a.m. to 8:00 a.m. on Thursday.

(3). No commercial vehicles are authorized to park in this Lot.

T. Orchard Street parking lot. Lot # 19.

(1). Except as provided by Paragraph (3) below, this Lot shall be limited to 8-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). Overnight parking in this Lot shall be allowed only by permit. Overnight permits are valid between the hours of 8:00 p.m. and 7:00 a.m. During the hours from 7:00 a.m. to 12:00 p.m., vehicles with overnight permits are subject to the 8-hour limit imposed by Paragraph (1), above.

U. Union Street Lot: Lot # 20.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

V. Rail Trail Commons Lot: Lot # 21.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No commercial vehicles are authorized to park in this Lot.

(3). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

W. The North Street parking lot adjacent to 118-118.5 North Street. Lot # 22.

(1). This Lot shall be limited to 4-hour parking between the hours of 7:00 a.m. and 12:00 a.m., Sunday through Saturday.

(2). No parking is allowed in this Lot between the hours of 12:00 a.m. and 7:00 a.m.

(3). No commercial vehicles are authorized to park in this Lot.

<u>Section 2</u> – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-9.2, Overnight parking lot permits, to read as follows:

§ 460-9.2. Overnight parking lot permits.

A. The City will issue a limited number of overnight parking space permits for each City lot which allows overnight parking. Such permits must be obtained by application to the City Clerk's Office.

B. Overnight parking permits are valid for one calendar year, and may be obtained for a fee of $120.00. In the discretion of the City Clerk, a short-term permit may be issued when there is less than 2 months before the end of a calendar year at a fee of $10.00 per month; such short-term permit may not exceed 2 months. Permits must be paid for in full prior to issuance. No refunds shall be issued for any permits.

C. Overnight permits shall be issued for a specific vehicle only. Permits are not
transferable to other vehicles.

D. All overnight permits will be issued in sticker form, and the stickers must be attached to the rear driver side window in such a manner so as to be visible from the outside.

E. All overnight permits will be color-coded by lot. Permits are lot-specific, and are not interchangeable with other City lots.

<u>Section 3</u> – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-9.3, Long-term parking lot permits, to read as follows:

§ 460-9.3. Long-term parking lot permit.

A. The City Clerk, in his/her discretion and upon application, may issue temporary long-term parking permits to City residents who require parking in excess of 72 hours, for specific events, such as, but not limited to, vacations or business trips. Such permits are valid for a period of one week only. No more than 2 such permits may be issued at the same time.

B. Long-term permits are valid only in parking lots which allow overnight parking.

C. Long-term permits require a fee of $5.00, which must be paid in full prior to issuance.

D. Long-term permits shall be issued for a specific vehicle only. Permits are not transferable to other vehicles.

E. All long-term permits must be hung from the rear view mirror in such a manner so as to be visible from the outside.

F. All long-term permits will be color-coded by lot. Permits are lot-specific, and are not interchangeable with other City lots.

Section 4 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by repealing Section 460-16.1, Fifteen-minute parking.

Section 5 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-20, Two-hour parking, to read as follows:

§460.20. Two-hour parking. Except for such loading zones, no-parking zones and twenty-four-minute zones, which are or shall be established by other sections of this article, the following zones shall be two-hour parking zones; except that on Sundays and holidays, no vehicle shall stand or be left standing at any one time for more than two hours between the hours of 9:00 a.m. to 5:00 p.m. in these zones:

Beattie Avenue, on the easterly side, from the intersection with Prince Street southerly to the first driveway.

Benton Avenue:

A. Along the southerly curbline of Benton Avenue extending to the westerly boundary line of No. 20 Benton Avenue from the intersection of the southerly curbline of Benton Avenue with the westerly curbline of Sprague Avenue.

B. North side of Benton Avenue to a point 60 feet westerly from Park Place.

Cottage Street:

A. Between Robert Street and the tracks of the Erie Railroad.

B. On the easterly side from a point at the intersection of School Street and Cottage Street southerly to Railroad Avenue.

C. Beginning at a point 10 feet northeasterly from the northeast corner of Cottage Street and School Street to a point 60 feet from the northeast corner of Cottage Street and School Street.

East Main Street:

A. Two spaces directly in front of 120 East Main Street.

B. Five spaces directly in front of 263 East Main Street.

Forest Avenue, on the odd-numbered side, from where the Orange Regional Medical Center Horton Campus parking lot ends and the first residence begins, down the hill to 17 Forest Avenue.

Harding Street, on the southerly side between Mill Street and Mulberry Street.

Highland Avenue:

A. On the easterly side from Hanford Street to West Main Street.

B. On the westerly side, beginning at a point 20 feet southerly of Courtland Place for a distance of 98 feet southerly thereof.

Hill Street, on the south and north sides, between Prospect Avenue and Lafayette Avenue, from 9:00 a.m. to 5:00 p.m.

Jackson Avenue:

A. On the north side, from Hill Street to Houston Avenue, from 9:00 a.m. to 5:00 p.m.

B. On the southeasterly side, for a distance of 115 feet from the intersection with Hill Street.

C. On the west side, from Houston Avenue northerly to the no-parking area 90 feet from Hill Street.

Mulberry Street, on the westerly side from West Main Street to Harding Street.

Myrtle Avenue:

A. On the northerly side between Prospect Avenue and Grand Avenue.

B. On the southerly side beginning with No. 14 easterly to Prospect Avenue.

Prince Street, on the southerly side, from its intersection with Beattie Avenue easterly to the first driveway.

Prospect Avenue:

A. Between Myrtle Avenue and Charles Street on the westerly side.

B. Two hundred fifty feet in a southerly direction starting at the intersection of Hill Street, on both sides of the street, between the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday.

Ridge Street, on the easterly side from the intersection of Stivers Place northerly to a point 70 feet southerly from the intersection of East Main Street from 9:00 a.m. to 5:00 p.m.

School Street:

A. Beginning at a point 25 feet from the northeast corner of School Street and Cottage Street southeasterly to a point 110 feet from the northeast corner of School Street and Cottage Street.

B. Beginning at a point 30 feet from the southeast corner of School Street and Cottage Street southeasterly to a point 150 feet from the northeast corner of School Street and Cottage Street.

Sprague Avenue:

A. On the westerly side from Grant Street to Benton Avenue.

B. On the easterly side, from a point 436 feet northerly of the curbline of Houston Avenue for a distance of 45 feet northerly.

West Main Street:

A. On the northerly side from a point 115 feet west of the intersection of the westerly side of Monhagen Avenue for a distance of 40 feet.

B. The bus stop on the southerly side, Saturdays and Sundays only.

C. Directly in front of St. Paul's United Methodist Church.

Wisner Avenue, on the southerly side from the corner of Irwin Avenue in an easterly direction for a distance of 100 feet.

Section 6 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Section 460-20.1, Three-hour parking in Business Improvement District, to read as follows:

§ 460.20.1. Except as otherwise provided in this Article, all streets in the Business Improvement District, as defined in Chapter 203 of this Code, shall be three-hour parking zones. No vehicle shall stand or be parked or be left standing or parked for more than 3 hours between the hours of 8:00 a.m. to 11:00 p.m., Sunday through Saturday.

Section 7 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-21, Four-hour parking, to read as follows:

§460.21. Four-hour parking. Except for such loading zones, no-parking zones, twenty-four, thirty, one-hour and two-hour zones which are established by other sections of this article, the following zones shall be four-hour parking zones, except that on Sundays and holidays no vehicle shall stand or be left standing at any one time for more than four hours between the hours of 9:00 a.m. and 5:00 p.m.:

Highland Avenue from Cantrell Avenue to Prospect Street on the easterly side in front of the YMCA.

Hill Street on the southerly side between Lafayette Avenue and Prospect Avenue.

Section 8 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-24, Truck loading zones, to read as follows:

§460-24. Truck loading zones. Truck loading zones are hereby established in the following locations:

Cottage Street:

A. On the easterly side in front of the main entrance of 34 Cottage Street between Orange and Rockland Pole Nos. 34 and 38.

B. Directly in front of 17-21 Cottage Street as it fronts on Erie Way.

Depot Street:

A. On the northerly side, beginning at a distance of 107 feet easterly from the intersection of James Street extending for a distance of 70 feet in an easterly direction.

B. On the southerly side, beginning at a distance 63 feet easterly of Center Street for a distance of 20 feet; however, such restriction shall not be operative on Sundays and holidays.

East Avenue, on the westerly side beginning at a point 54 feet southerly of the south side of East Main Street to a point 30 feet southerly creating a zone 30 feet in length.

East Main Street:

A. On the southerly side, two parking spaces in front of property known as No. 26-28 East Main Street.

B. On the southerly side from 2 East Main Street through 4 East Main Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460.20.1

Grant Street, on the northerly side and extending a distance of 60 feet easterly from Academy Avenue.

James Street, on the easterly side, adjacent to the James Street parking lot, across from 16 James Street between the hours of 7:00 a.m. to 5:00 p.m., Sunday through Saturday.

Montgomery Street:

A. On the easterly side:

(1). Beginning at a point of the Erie Railroad Company right-of-way and running in a southerly direction for approximately 40 feet therefrom.

(2). In front of No. 14 Montgomery Street.

B. On the westerly side:

(1). Beginning at the intersection with Railroad Avenue in a northerly direction for 90 feet.

(2). Beginning at a point 387 feet north of the north side of Robert Street for a distance of 90 feet northerly.

North Street, on the westerly side:

A. In front of the premises known as No. 278 North Street.

B. Beginning at a point 120 feet south, at the intersection of Wickham Avenue and North Street.

C. From 20 North Street through 26 North Street to include the intersection of King Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

D. From 54 North Street through 58 North Street, between the hours of 7:00 a.m. to 11:00 a.m. Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

Orchard Street, on the northerly side beginning at the westerly line of the premises known as No. 15-19 Orchard Street and continuing easterly to a point 20 feet therefrom.

Prospect Avenue, on the easterly side for 50 feet in a southerly direction from the intersection of Prospect Avenue and East Main Street.

School Street, on the southerly side from a point beginning 44 feet westerly from the westerly line of Montgomery Street and extending a distance of 20 feet westerly therefrom.

Smith Street, on the westerly side in front of the premises known as No. 27 Smith Street.

Sprague Avenue, on the easterly side: one sixty-foot space in front of No. 81 Sprague Avenue from 8:00 a.m. to 5:00 p.m.

Spring Street, on the easterly side starting from a point 120 feet south from Little Avenue for a distance of 40 feet.

Sutton Hill, two twenty-minute loading zones, signs to be established by the Commissioner of Public Works.

Wawayanda Avenue, on the westerly side from the Rockland Light and Power Company Pole No. J278 and running in a southerly direction of 50 feet therefrom.

West Main Street, on the northerly side:

A. From 3 West Main Street through 7 West Main Street, between the hours of 7:00 a.m. to 11:00 a.m., Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

B. In front of 39 West Main Street, between the hours of 7:00 a.m. to 11:00 a.m., Monday through Saturday. Outside of the specified hours, said loading zone can be utilized as a parking space as set forth in Section 460-20.1.

Section 9 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Section 460-24.1, Truck loading zones; signage and times, to read as follows:

§460-24.1. Truck loading zones; signage and times.

A. The truck loading zones designated in Section 460-24 shall be appropriately marked and indicated by signs and shall be used only by trucks, trailers and semitrailers while actually engaged in the loading and unloading of goods and merchandise.

B. The truck loading zones designated in Section 460-24 shall be set apart as such for the loading or unloading of trucks, trailers or semitrailers between the hours of 7:00 a.m. and 6:00 p.m, unless otherwise stated in Section 460-24.

Section 10 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by replacing Section 460-28, No-parking zone; handicapped permits only, to read as follows:

§460-28. No parking zone; handicapped permits only. The following spaces are reserved for persons with handicapped permits only:

1. Albert Street, one space in front of 22 Albert Street.

2. Beacon Street:

   a. One space in front of 21 Beacon Street.

b. One space in front of 48 1/2 Beacon Street.

c. One parking area in front of 48 Beacon Street.

3. Beattie Avenue:

a. One space in front of 96 Beattie Avenue.

b. One space in front of 40 Beattie Avenue.

4. Bedford Avenue, one spot directly in front of 47 Bedford Avenue.

5. Bonnell Place:

a. In front of 20 Bonnell Place.

b. One spot directly in from of 11 Bonnell Place.

6. Broad Street, directly in front of 28 Broad Street.

7. Canal Street Parking Lot, two spaces to be designated by the Chief of Police.

8. Cottage Street, directly in front of 204 Cottage Street.

9. Courtland Street Parking Lot, six spaces to be designated by the Chief of Police.

10. David Moore Heights, certain spaces to be designated by the property owner and approved by the Chief of Police.

11. Deer Run condominium complex, certain spaces to be designated by the property owner and approved by the Chief of Police.

12. Depot Street: one parking space in front of 12 Depot Street.

13. East Main Street:

a. Beginning at a point on the southerly side 140 feet easterly from the intersection of Williams Street, for a distance of 20 feet easterly, one handicapped-parking space.

b. On the northerly side, one space [20 feet] in front of 27 East Main Street.

c. On the northerly side, one space [20 feet] in front of 1 East Main Street.

d. On the northerly side beginning at a point 72 feet easterly from Orchard Street, one parking space.

e. One spot in front of 114 East Main Street.

f. One spot directly in from of 230 East Main Street.

14. Erie Station Parking Lot, four spaces to be designated by the Chief of Police.

15. Erie Way, two spaces to be designated by the Police Chief.

16. Forest Avenue, on the westerly side, from a point 332 feet northerly of the intersection of Forest Avenue and Stevens Place to a point 354 feet northerly thereof (in front of 25 Forest Avenue).

17. Gardner Avenue, one parking spot in front of 61 Gardner Avenue.

18. Genung Street, on the northerly side, two spaces totaling 45 feet in front of 1 through 3 Genung Street.

19. Grant Street, one spot directly in front of 13 1/2 Grant Street.

20. Harrison Street, one spot directly in front of 37 Harrison Street, to expire on December 3, 2021.date.

21. Hill Street, one spot directly in front of 9 Hill Street.

22. Houston Avenue:

a. Directly in front of 11 Houston Avenue.

b. Directly in front of 14 Houston Avenue.

23. Irwin Avenue, two spaces in front of 19 Irwin Avenue.

24. James Street Municipal Parking Lot, seven spaces to be designated by the
Chief of Police.

25. Knapp Avenue:

a. In front of 46 Knapp Avenue.

b. One spot directly in front of 12 Knapp Avenue.

26. Linden Avenue:

a. One space beginning at a point 25 feet northerly of the northerly corner
of Hasbrouck Street.

b. One space in front of 74 Linden Avenue.

c. One parking place, directly in front of 138 Linden Avenue.

d. In front of the premises of 116 1/2 Linden Avenue.

27. Linden Place, one space on the westerly side, near Linden Avenue, to be
designated by the Chief of Police.

28. Middletown Savings Bank Parking Lot, two spaces to be designated by the
Chief of Police.

29. Middletown Twin Towers Middle School : four spaces at the entrance to be
designated by the Chief of Police.

30. Midland Avenue, one handicapped space on the westerly side beginning at a
point 200 feet southerly of the intersection of Wisner Avenue to a point 220 feet southerly of Wisner Avenue.

31. Mills Avenue, directly in front of 23 Mills Avenue.

32. Montgomery Street:

a. On the northwesterly side, beginning at a point 10 feet northerly of the
intersection with Prince Street, thence northerly for a distance of 20 feet.

b. 44 Montgomery Street, one parking space in the front.

c. 66 Montgomery Street, one parking space in the front.

d. One space at 88 Montgomery Street.

e. One spot in front of 79 Montgomery Street.

f. One spot in front of 77 Montgomery Street.

33. Mulberry Street:

a. On the westerly side, between a point 195 feet south from the south
curbline of West Main Street to a point 260 feet southerly from the south curbline of West Main Street, three parking spaces.

b. Beginning at a point 36 feet southerly from West Main Street to a point
56 feet southerly, one space.

34. North Street, one space 314 feet south of the North Street and Wickham
Avenue intersection to a point 338 feet south of the above intersection (in front of 132 North Street).

35. Ogden Street:

a. One parking spot in front of 11 Ogden Street.

b. Directly in front of 54 Ogden Street.

36. Orchard Street, first two parking spaces in front of United Presbyterian Church: three-hour limit.

37. Paramount Municipal Parking Lot, four spaces to be designated by the Chief
of Police.

38. Prince Street, one space directly in front of 30 Prince Street.

39. Prospect Avenue, directly in front of Dr. Anderson's office, 81 Prospect Avenue.

40. School Street, one spot directly in front of 5 School Street.

41. Sproat Street, one spot directly in front of 26 Sproat Street.

42. Stivers Place, north side, beginning at the existing no parking signs nearest Ridge Street easterly for 136 feet to a point 70 feet from Forest Avenue.

43. Summitfield, certain spaces to be designated by the property owner and approved by the Chief of Police.

44. Tompkins Municipal Lot, two spaces to be designated by the Chief of Police.

45. West Main Street, the first parking area, at the top of the parking lot, immediately outside and directly adjacent to the Middletown Arts Council (the former Mt. Carmel Church).

<u>Section 11</u> – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by repealing Section 460-28(B) and replacing it by adding Section 460-28.1, Handicap parking permits, to read as follows:

460-28.1. Handicap parking permits. All handicap parking permits issued prior to October 1, 2021 shall be valid for the two-year period of time indicated on the permit, after which they shall be renewable upon appropriate application. All handicap parking permits issued on or after October 1, 2021 shall be valid for a two-year period of time, after which they shall be renewable upon appropriate application.

<u>Section 12</u> – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding Subparagraphs (u) and (v) to Paragraph (1) of Subsection B of Section 460-41, Penalties for offenses, to read as follows:

(u) Parked in a three-hour zone: $25.

(v) Non-electric vehicle parked in an electric vehicle charging space: $50.

<u>Section 13</u> - This resolution and ordinance shall take effect immediately.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Masi

Sec'd by Ald. Johnson

Date of Adoption 11-01-21

Index No: 227-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer the following within the DPW 2021 budget for:

- $30,000 transfer to cover unexpected repairs to the Central Fire House Control Room ($3,950.00), the Senior Center Ceiling ($9,500.00), Paramount A/C compressor ($8,280.06) and any additional unexpected repairs for the remainder of the year ($8,270.00). Balance of account is at zero for remainder of the year.

- $5,000.00 transfer to cover the cost of additional dumpsters needed for the BID District. Balance of account is $200 for remainder of the year.

- $60,000 transfer for a Tandem Roller for Street Department for asphalt paving and patching of city streets. Current roller is a1988 and in need of major repairs.

In the following manner:

FROM	AMOUNT	TO
A.8160.100 Personal Services	$30,000.00	A.1620.470 Repairs to Building
A.8160.100	$5,000.00	A.8160.200

Personal Services Equipment		Other
A.5110.100 Personal Services Equipment	$60,000.00	A.5110.200 Other

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Tobin

Sec'd by Ald. Ramkissoon

Date of Adoption 11-01-21

Index No: 228-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

WHEREAS; the Chief of Police recently conducted an analysis of the Part-Time Police Dispatcher positions, and he believes that adjustments should be made to ensure that compensation for this position remains fair and competitive, and

WHEREAS; in researching part-time dispatcher rates of pay for neighboring jurisdictions, it appears that the City of Middletown pays well below other agencies at $17 per hour. Orange County 911, which divides the communication responsibilities among several different personnel, pays starting dispatchers approximately $23 per hour. The Town of Wallkill, which only employs part-time dispatchers, pays $20.50. Our call volume and responsibilities exceed both of these locations, and

WHEREAS; the Chief of Police would like to propose the hourly rate for part-time police dispatchers be increased from $17 per hour to $21 per hour. This would provide a more reasonable level of compensation that accurately reflects the value and responsibility associated with the role of a police dispatcher. The limited number of part-time dispatchers and their intermittent scheduling would have a very minor impact to the overall budget of the police department, and it would be my hope that by increasing the pay rate of part-time dispatchers, we may be able to reduce overtime spending as part-time dispatchers could be utilized more often to meet the demands of our agency.

SO LET IT BE RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize an increase of hourly rate from $17.00 per hour to $21.00 per hour for the part-police dispatchers as per the date of this resolution.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Green

Sec'd by Ald. Tobin

Date of Adoption 11-01-21

Index No: 229-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize an increase of salary in the amount of $1,995.00 for the
Assistant Director position in the office of Economic & Community Development to correct to the 426 form and will be retroactive as of July 1, 2021.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Johnson

Sec'd by Ald. Masi

Date of Adoption 11-01-21

Index No: 230-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED, that the Common Council of the City of Middletown confirm the Mayor's appointment of Richard McCormack as City Clerk, Registrar and Clerk of the Common Council to fill the term of the current City Clerk effective December 6, 2021 term to expire on May 31, 2022

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Ramkissoon

Sec'd by Ald. Johnson

Date of Adoption 11-01-21

Index No: 231-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon	X			
Ald. Tobin	X			
Ald. Kleiner	X			
Ald. Johnson	X			
Ald. Jean-Francois	X			
Ald. Burr	X			
Ald. Green	X			
Ald. Masi	X			
Pres. Rodrigues	X			
TOTAL	9			

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to temporary borrow $469,948.60 from the General Fund Balance to the DRI Capital project due to cost exceeding the Grant award for the Pavilion and Erie way park project until other funding options are pursued in the following manner:

FROM	**AMOUNT**	**TO**
General Fund Balance	$15,945.70	H.0944.900 Park & Green Space
General Fund Balance	$454,002.90	H.0942.900 Erie Park

13. Local Laws
    Council Clerk-Nothing this evening.

14. Audit

    On motion of Ald. Masi seconded by Ald. Johnson

    I move that the accounts be audited the claims be adjusted and the Treasurer be authorized to issue warrants for their payment.

Roll Call: Ayes: Ald. Ramkissoon, Tobin, Kleiner, Johnson, Jean-Francois, Burr, Green, Masi, President Rodrigues

15. Adjournment

    There being no further business meeting adjourned at 9:00 PM

NEW YORK STATE | Agriculture and Markets

November 9, 2021

Joseph DeStefano
City Mayor - City of Middletown
16 James St
Middletown, NY 10940

Enclosed is the **Municipal Shelter Inspection Report** completed on **11/04/2021.** This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Unsatisfactory" for reasons noted on the report.

Please discuss this notice with municipal officials and take appropriate action so that municipal shelter services are in compliance.

Another inspection will occur in approximately **(30) days** after the date of inspection. It is anticipated that all deficiencies will be corrected by this time.

If you have any questions regarding this inspection, please feel free to contact Joyce Amels, Supervisor Animal Health Inspector at (845) 500-1498.

Dr. David M. Chico
Veterinarian 3
(518) 457-3502

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
DIVISION OF ANIMAL INDUSTRY
10B AIRLINE DRIVE, ALBANY, NY 12235

MUNICIPAL SHELTER INSPECTION REPORT - DL-90

RECEIVED

NOV 1 6 2021

City Clerk
City of Middletown

Rating: **Unsatisfactory30** Purpose: **Inspection**

DATE/TOA: **11/4/21 1:45 pm**

HUMANE SOCIETY OF PORT JERVIS-DEER PK INC
202 RTE 209
PORT JERVIS NY 12771

Inspector: **Joyce Amels** Inspector #: **67**

These are the findings of an inspection of your facility on the date(s) indicated above:

---

1. Shelter is structurally sound	Yes
2. Housing area and equipment is sanitized regularly	Yes
3. Repairs are done when necessary	No
Resurfacing and resealing of interior and exterior kennels has not been addressed. Shelter awaiting construction of new shelter to correct.	
4. Dogs are handled safely	Yes
5. Adequate space is available for all dogs	Yes
6. Light is sufficient for observation	Yes
7. Ventilation is adequate	Yes
8. Drainage is adequate	Yes
9. Temperature extremes are avoided	Yes
10. Clean food and water is available and in ample amount	Yes
11. Veterinary care is provided when necessary	Yes
12. Dogs are euthanized humanely, by authorized personnel	Yes
13. Complete intake and disposition records are maintained for all seized dogs	Yes
14. Dogs transferred for purposes of adoption in compliance with Article 7	Yes
15. Redemption period is observed before adoption, euthanasia or transfer	Yes
16. Owners of identified dogs are properly notified	Yes
17. Redeemed dogs are licensed before release	Yes
18. Proper impoundment fees paid before dogs are released	Yes
19. Written contract or lease with municipality	Yes

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
3305	Town of Deerpark
3307	Town of Greenville
4811	Town of Mamakating
3319	Town of Wawayanda
3321	City of Middletown
3323	City of Port Jervis

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **CC Nicoia**
TITLE: **shelter manager**

REVIEWED BY: **David Chico**
REVIEWED DATE: **11/08/2021**

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize Mayor to sign and enter into the attached agreement with the County of Orange for the extension of the Title III-B Senior Transportation effective January 1, 2022.

OFFICE FOR THE AGING

Steven M. Neuhaus
County Executive

Ann Marie Maglione
Director

October 28, 2021

Honorable Joseph DeStefano
City of Middletown
16 James Street
Middletown, New York 10940

Dear Mayor DeStefano,

Enclosed please find Amendment No. 1 to the 2021 Title III-B contract to exercise renewal option number 1. Please complete and sign where indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

A copy of the resolution permitting the Mayor to enter into this Agreement must accompany the signed contract. Also, we need an updated Certificate of Liability, Certificate of Workers Compensation Insurance and Certificate of Attestation of Exemption from NYS Disability Benefits

Should you have any questions regarding this contract, please feel free to contact me at (845) 615-3726.

Best regards,

Dina Sena
Fiscal Manager

Enclosure

AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #1"), effective as of January 1, 2022 ("Effective Date") and as set forth herein, extends that certain Agreement for Vendor Services effective January, 2021 ("Agreement"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and **the City of Middletown**, a municipal corporation with principal offices at 16 James Street, Middletown, New York 10940 ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on November 25, 2020 seeking proposals for Title III-B Senior Transportation ("RFP- OFA01-20");

WHEREAS, Vendor submitted a proposal dated December 22, 2020 in response to RFP-OFA01-20 ("Vendor's Proposal"), which is superseded and replaced by the terms set forth on the Exhibit A-1, which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the Title III-B Senior Transportation identified in RFP-OFA01-20 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing on January, 2021 and ending on December 31, 2021 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, County desires to elect its first option to extend the Agreement for an additional period of one (1) year, commencing on January 1, 2022, upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #1 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on January 1, 2022 and ending on December 31, 2022 ("Renewal Term #1").

3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #1, which is December 31, 2022.

4. The not to exceed cost for Renewal Term #1, to be paid by the County to the Vendor for the Services, is $25,635.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of $51,270.00.

6. During Renewal Term #1, Vendor shall provide the Units of Service specified on Schedule B to the Agreement, at the same Cost of Units and Total Cost of Service as set forth on the Schedule B

7. Sexual Harassment Certification by Vendor. Pursuant to the New York State Finance Law §139-l, by execution of this Amendment #1, Vendor and the individual signing this Amendment #1 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

https://www.orangecountygov.com/1137/Human-Resources.

8. Except as modified by this Amendment #1, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #1, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange	**City of Middletown**
By: ______________________	By: ______________________
Name: Stefan ("Steven") M. Neuhaus	Name: Joseph DeStefano
Title: County Executive	Title: Mayor
DATE: ______________________	DATE: ______________________

SCHEDULE B

FEES AND EXPENSES

This Schedule B contains the revised "UNITS OF SERVICE" and "TOTAL BUDGET/COST OF SERVICE" as set forth in Exhibit A-1 to this Agreement.

This Schedule B also contains the negotiated breakdown of funding sources which has been agreed upon by the COUNTY and VENDOR, and which replaces and supersedes any contrary breakdown of funding sources contained in the Proposal.

UNITS OF SERVICE	UNIT COST	TOTAL BUDGET/ COST OF SERVICE
4,323 units of Transportation	$20.77 (per one way trip per person)	$89,773.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of $89,773.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed $25,635.00;

(b) Anticipated Income – Voluntary contributions in the amount of $4,323.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of $59,815.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the $4,323.00 projected on Schedule B to the Agreement shall be borne by Vendor.

COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

22 WELLS FARM ROAD
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY

FROM: James Burpoe, Commissioner of General Services

DATE: June 19, 2017

RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions **on or after January 1, 2014** above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).

2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.

3. Contracts which are issued as:

    a. Project Labor Agreements;
    b. Contracts required to be awarded to the lowest bidder under New York State law;
    c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
    d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
    e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
    f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
    g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
    h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
    i. Sole Source or Single Source provider contracts;
    j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
    k. Emergency Contracts.

4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** - a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit http://orangecountygov.com/content/124/1332/1392/default.aspx.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).

2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.

3. Contracts which are issued as:

   a. Project Labor Agreements;
   b. Contracts required to be awarded to the lowest bidder under New York State law;
   c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
   d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
   e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
   f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
   g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
   h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
   i. Sole Source or Single Source provider contracts;
   j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
   k. Emergency Contracts.

4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

City of Mddletown, NY, Mulberry House Senior Center, GoldenArea Transportation
62- 70 West Main St
Middletown, NY 1090

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Joseph DeStefano
Print Name

Mayor
Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

Joseph DeStefano being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").

2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.

3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.

4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.

5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.

6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:

   (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,

   (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).

7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.

8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

City of Middletown, Mulberry House Senior Center, GoldenArea Transportation
Print Name of Professional Business Entity

____
Signature

____
Date

Joseph DeStefano
Print Name

Mayor
Title

STATE OF New York
SS:
COUNTY OF Orange

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

____
Notary Public

____
My Commission Expires

____
Date

DISCLOSURE OF PRIOR NON-RESPONSBILITY DETERMINATIONS
See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
City of Middletow, Mulberry House Senior Center, GoldenArea Transportation

Address: 62-70 West Main Street, Middletown, New York 10940

Name and Title of Person Submitting this Form: Julisa Sierra, Senior Center Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: ______________________________

Date of Finding of Non-responsibility: ______________________________

Basis of Finding of Non-responsibility: ______________________________

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: ______________________________

Date of Termination or Withholding of Contract: ______________________________

Basis of Termination or Withholding: ______________________________

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: ______________________________ Date: ______________________________
Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:
New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

> By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

_______________	_______________
DATE	SIGNATURE
	Joseph DeStefano
BUSINESS NAME	NAME
	Mayor
	TITLE

Signature:

Email: jdestefano@middletown-ny.com

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the Police Chief is proposing an ordinance to prohibit double parking.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-12.1, Double parking prohibited, to read as follows:

Section 460-12.1. Doubling parking prohibited.

No person shall stop, stand or park a vehicle on the roadway side of any vehicle stopped, standing or parked at the edge or curb or a street. A violation of the provisions of this Section shall be punished, upon conviction, by a fine of $100.00.

Section 2 - This ordinance shall take effect immediately.

WHEREAS, the Police Chief is proposing an ordinance to prohibit double parking.

NOW THEREFORE BE IT Resolved, and be it Ordained, by the Common Council of the City of Middletown, New York, as follows:

Section 1 – The Code of the City of Middletown, N.Y., Chapter 460, Vehicles and Traffic, is hereby amended by adding a new Section 460-12.1, Double parking prohibited, to read as follows:

Section 460-12.1. Doubling parking prohibited.

No person shall stop, stand or park a vehicle on the roadway side of any vehicle stopped, standing or parked at the edge or curb or a street. A violation of the provisions of this Section shall be punished, upon conviction, by a fine of $100.00.

Section 2 - This ordinance shall take effect immediately.

RECEIVED

NOV 1 9 2021

City Clerk
City of Middletown

John Naumchik

From:	asmith22@hvc.rr.com
Sent:	Friday, November 19, 2021 9:44 AM
To:	John Naumchik
Cc:	'Joseph DeStefano'; John Ewanciw
Subject:	Resolution - Double Parking
Attachments:	Double Parking.docx

RECEIVED

NOV 19 2021

City Clerk
City of Middletown

John,

Please put this Resolution on the agenda for the next Council meeting.

Alex

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

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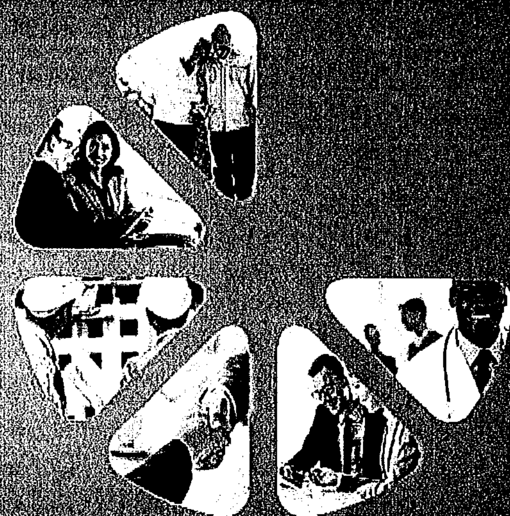
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached agreement with the Orange Bank & Trust Company for Smart Safe program for the Finance Department.



RELATIONSHIPS

OUR CORE STRENGTH

ORANGE
Bank&Trust
COMPANY

Proposal created exclusively for:

NOVEMBER 22ND, 2021

Bank Representatives:

John Fracasse

Vice President | Municipal Specialist
ORANGE BANK & TRUST COMPANY

78 North Plank Road
Newburgh, NY 12550
(D) 845-561-5004 | (Cell) 845-750-3924
MLO #929907

Matthew J. Harter

AS | Cash Management Officer
ORANGE BANK & TRUST COMPANY

212 Dolson Ave
Middletown, NY 10940
(P) 845-341-5157 | (Cell) 845-707-3342
MLO #1220508

Proprietary and Confidential

Executive Summary:

Thank you for the opportunity to present this smart safe proposal for your review and consideration. We are confident that our state-of-the-art product line and remarkable personal service will be a great benefit to the City of Middletown. We have many years of experience successfully servicing municipalities and currently have relationships with over 80 municipalities. We believe that you will also realize the advantages of partnering with a strong, local, community bank.

We are proposing a deposit banking scenario which includes:

- Smart Safe onsite for cash processing

The City of Middletown will also realize the following benefits by choosing to bank with Orange Bank & Trust:

- Direct contact with senior management including the Bank's President, Michael Gilfeather.
- John Fracasse, our municipal specialist, will be your dedicated Relationship Manager and Cheryl Harrison will be your primary branch contact.
- Incredibly fast turn-around from locally based decision makers.
- A cash management conversion specialist to ensure a seamless transition.
- No fees charged for the banking services described above

Proposal:

A. Scope of Services:

Smart Safe for On-site Cash Deposits
We will provide you with a smart safe that will enable you to:

- Deposit cash that you receive on-site at Town Hall at your convenience in your own offices.
- All cash deposits made into the smart safe are credited to your account on the next business day at which time the funds are available for your use.
- Once the cash is deposited, the bank assumes ownership. This eliminates the need to secure the cash in your offices until the courier's pre-arranged pick-up date which reduces the Town's potential liability.
- No need for deposit slips as the cash is deposited into a pre-determined account.
- The Bank will arrange for a courier to come to your offices weekly based on deposit volumes to retrieve the cash stored in the safe
- Extra pick-ups can be added on high volume weeks

B. PRICING:

We are pleased to provide the smart safe service package outlined above with **No Service Fees Charged** provided an additional $3.5 million is deposited into new or existing municipal checking account(s). The additional $3.5 Million would bring your total needed relationship account balances up to $10.5 million in your various checking accounts.

Orange Bank & Trust Company looks forward to continuing and expanding our long-standing relationship with the City of Middletown and we are ready to begin the transfer process of your accounts from your designated banks.

Please acknowledge your acceptance of our proposal by signing below.

Accepted by:

____________________________ ____________________

Joseph DeStefano
Mayor

Date

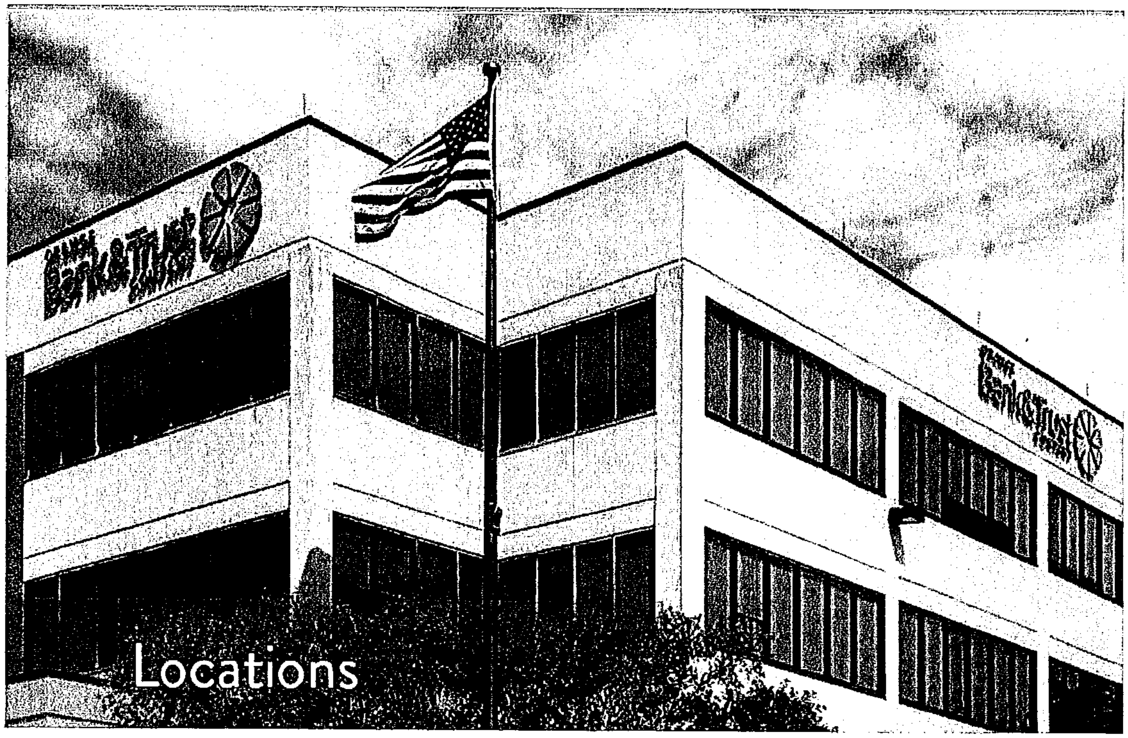
____________________________ ____________________

Matthew Harter
AS/Cash Management Officer

Date

*** Rates, terms and pricing are established based on the date on the cover of this proposal and remain in effect for 60 days. Analysis was based on statements provided and may change with deviations in banking behavior. Rates, terms and pricing are subject to change with market conditions.**

Where to find us:



MIDDLETOWN 212 DOLSON AVENUE MIDDLETOWN, NY 10940 T. 845-341-5000 33 TRUST WAY MIDDLETOWN, NY 10940 T. 845-341-5074 75 NORTH STREET MIDDLETOWN, NY 10940 T. 845-341-5013 **MONTGOMERY** 2093 STATE ROUTE 208 MONTGOMERY, NY 12549 T. 845-457-9020 **CHESTER** 91 BROOKSIDE AVENUE CHESTER, NY 10918 T. 845-469-6282	**GOSHEN** 146 NORTH CHURCH STREET GOSHEN, NY 10924 T. 845-294-9700 **NEWBURGH** 78 NORTH PLANK ROAD NEWBURGH, NY 12550 T. 845-561-5004 **WHITE PLAINS** 42 WALLER AVENUE WHITE PLAINS, NY 10601 T. 914-422-3100 **CORTLANDT MANOR** 2141 CROMPOND RD CORTLANDT MANOR, NY 10567 T. 914-930-6279 **NEW CITY** 254 SOUTH MAIN STREET SUITE 110 NEW CITY, NY 10956 T. 845-639-1000	**MAMARONECK** 1214 EAST BOSTON POST ROAD MAMARONECK, NY 10543 T. 914-341-7130 **THORNWOOD** 859 FRANKLIN AVE. THORNWOOD, NY 10594 T. 914-984-2780 **MT. VERNON** 510 S. COLUMBUS AVE MOUNT VERNON, NY 10550 T. 914-465-3061 **BRONX** 1978 WILLIAMSBRIDGE ROAD BRONX, NY 10461 T: 718-775-3324

For the Good of the Community:

How We Give Back

As part of our commitment to our communities, we are proud to support organizations and their programs that make the region a great place to work and do business.

YMCA of Middletown has been an important part of our community for over 60 years. On September 27, 2019, representatives from the Y presented the Bank with the 2019 Legacy Award for our continuous support and dedication to our community. They also honored our very own, Marjorie Buckley, VP Branch Administrator, at the 2nd Annual "Fall for the Y" Gala. Marjorie is a longtime volunteer and Board Member of the YMCA. Her commitment to the Y and their mission has helped change the lives of families and adults in our community.

Warwick Playground Dreams

A Team from Orange Bank & Trust donated their time and energy to help build the new ADA-accessible playground in Warwick, NY. The playground is designed to ensure that children of all abilities have access to playground components that allows them to play together in a safe, truly inclusive environment. It fosters children's creative spirit and encourages free play that is necessary for both physical and cognitive development.

Junior Achievement Program

The Junior Achievement program partners with businesses, educators, and volunteers to directly reach the students in an environment conducive to education and learning. Orange Bank & Trust employees take part in "JA in a day," each year and work with sometimes over 225 students at different school districts throughout the county giving young people the knowledge and skills they need to own their economic success, plan for their future and make smart academic and economic choices.

Quick Facts:

ABOUT ORANGE BANK & TRUST

- Specializing in and understanding particular client niches
- Exceptional personal service, flexibility and responsiveness
- Dedicated relationship managers for client accounts
- Locally focused with access to decision makers
- A full array of quality banking products and services
- A respected corporate citizen
- Committed to remaining independent and locally owned
- An expanding network of 13 branches located in the counties of Westchester, Rockland and Orange, New York.

STRONG, SAFE, AND SOUND

While the financial markets have struggled, Orange Bank & Trust remains strong and committed to its customers. Orange Bank & Trust's financial strengths include:

- Strong regulatory classification for capital position
- 125-year reputation
- Over $2.2 Billion in assets
- No sub prime loans or investments

FOR MORE INFORMATION

To discuss the many benefits of banking with strong, customer focused community bank like Orange Bank & Trust, please contact your local branch or relationship manager.

www.orangebanktrust.com

Member FDIC

SERVICE CHARGE SCHEDULE

Account Maintenance – Monthly per account	$10.00
ACH Blocking & Filtering – Monthly per account	$30.00
ACH Credits	$.05
ACH Debits	$.05
ACH Stop Payment	$30.00
Cash Pick-ups	Varies
Cash Deposits up to $50,000.00 Monthly	No Charge
Cash Deposits- Excess over $50,000.00 Monthly – Per $1,000.00	$1.50
Checks Paid	$0.15
Deposit Account Control Agreement -Monthly Maintenance Fee Per Acct	$150.00
Deposit Account Control Agreement- Account Set-up Fee 1 Time Charges	$500.00
Deposits – Slips	$0.15
Deposited Items – On-Us & Foreign	$0.15
Fed Ex Mailings	$25.00
Lockbox Deposits	$0.15
Lockbox – Monthly Processing	Varies
Lockbox – Initial Set-up	Varies
Mobile Check Deposit	$0.12
NSF Per Item Fee – Pay/Return & Charge	$35.00
Orange Online Banking Access	No Charge
Overdraft Per Item Fee – Pay/Return & Charge	$35.00
Positive Pay & Account Reconciliation – Monthly per account	$40.00
Remote Bank Check Printing – Monthly Maintenance	$325.00
Remote Bank Check Printing – Monthly Printer fee for 12 months	$125.00
RDC Deposits – Slips	$0.12
RDC Monthly Service Fee	$50.00
RDC Monthly Machine Fee – Monthly for 12 months	$85.00
Return Deposited Items – Checks	$10.00
Special Statement Handling	$100.00
Stop Payment	$30.00
Treasury Cash Management	$50.00
Wire Incoming -- Domestic	$10.00
Wire Incoming – International	$20.00
Wire Outgoing – Domestic Branch Initiated	$25.00
Wire Outgoing – Domestic Online	$10.00
Wire Outgoing – International Branch Initiated	$50.00
Wire Outgoing – International Online	$35.00

Commercial Analyzed Checking is designed for certain Business Banking customers. We reserve the right to convert your Analyzed Commercial Checking Account to another commercial checking product.

We may amend the service charges and include charges for additional services provided or expenses incurred on your behalf.

ORANGE Bank&Trust COMPANY

SMART SAFE AGREEMENT

AGREEMENT # 20520

This Smart Safe Agreement (the "Agreement") is made as of 29 day of November, 2021, by and between **ORANGE BANK & TRUST COMPANY** ("Bank") and **City of Middletown** ("Client") , with offices located at 16 James Street Middletown, NY 10940. Bank agrees to provide Smart Safe Services in accordance with the terms and conditions stated herein.

1. DEFINITIONS

(a) "Bank Facility" means the Bank location(s) where certain Services are performed.

(b) "Content Report" means a report provided by the Equipment that sets forth the value of each Shipment handled by Bank's armored car service provider, including the "said to contain" amounts for the sealed containers, and other Client Property collected from the Equipment.

(c) "Delivery Location" means the location designated by the Bank as the place where the Bank's armored car service provider is to deliver Shipments, which may include the Bank's armored car services Facility.

(d) "Documentation" means written materials describing the function and use of the Equipment (as defined below).

(e) "Equipment" means the items of equipment described in Exhibit A together with all related software and accessories and the Documentation. (Note: There may be more than one Exhibit A depending on the Equipment models selected.)

(f) "Loss" means any loss of, damage to, or destruction of Property for which Bank's is timely notified by Client pursuant to Section 15.

(g) "Maximum Liability Amount" means the total liability assumed by Bank's for Loss of a Shipment, as specified in this Agreement.

(h) "Pick-Up Location" means the location where the Equipment is installed as shown on Exhibit B.

(i) "Property" means currency and coin placed in the Equipment.

(j) "Shipment" means one or more sealed containers, of Property received by the Bank's armored car service provider at the same time at a single Pick-Up Location.

(k) "CIT" Means cash in transit services.

2. SERVICES

(a) **Equipment Installation.** Bank authorized contractor- Brink's U.S., a division of Brink's Incorporated or any of its sub-contractors or agents, ("Bank's Personnel") shall install the Equipment.

(b) **Pick-Up and Transport.** At the frequency and in accordance with Exhibit B, Bank's armored car service provider shall: go to Pick-Up Location(s) for the purpose of picking up Shipments; remove Property from the Equipment; and transport the Property in such Shipments to the Bank's armored car service provider's facility where currency processing services described herein will be performed.

(c) **Change Order Delivery Service.** Bank will provide Client with currency and coins in denominations as requested by Client ("Change Order"). Change Orders will be delivered by the Bank's armored car service provider on scheduled service days as shown on Exhibit B. Change Orders will be provisioned by Orange Bank & Trust Company.

(d) **Processing.** The Equipment is designed to provide a Content Report for currency deposited through the bill acceptor. Client will only need to declare a value for Property not having a Content Report. Shipments received by the Bank's armored car service provider will be processed as follows: the Shipment will be opened; the Property will be removed and verified against the value shown on the Content Report, or, in the absence of such Content Report, the value declared by Client; and Bank will report variances to Client within one (1) business day of the processing day. Client agrees to maintain copies of all Content Reports and end of day reports at the Equipment location for a period of not less than ninety (90) days.

(e) **Delivery.** After processing, the Bank's armored car service provider shall deliver processed Shipments to the Delivery Location(s).

(f) **Additional Services.** Additional services may be included as part of this Agreement, if specified in Exhibit A. Other optional services include:

i. Daily Credit - the terms of such service are described on Exhibit C.

ii. Manual Drop – the terms of such service are described in Exhibit D.

iii. Enhanced Content Guarantee – the terms of such service are described in Exhibit E.

(g) **Changes in Client's Service Requirements.** Pick-Up frequency may be adjusted from time to time as appropriate for the levels of currency being deposited in the Equipment. Any change in frequency, or days of service will incur additional fees in accordance with the Bank's armored car service provider then current rates. Additions or deletions of Client locations, frequency of service changes, and changes in fees will be as incorporated into an amended Exhibit B, or as specified in letters, or other writings which shall be deemed incorporated by reference into Exhibit B. Client shall be responsible for all expenses associated with the installation, de-installation, shipping, delivery and storage of Equipment necessitated by a change in service pursuant to this section.

3. TERM

The term of this Agreement (the "Agreement Term") shall commence on the date first stated above ("Agreement Date") and shall continue until all Equipment provided to Client hereunder, has been returned to Bank's in accordance with the terms of this Agreement. The term of Client's obligations for each unit of Equipment (the "Equipment Term") shall commence on the earlier of the Scheduled Installation Date (as set forth on Exhibit B) or the date the Equipment is actually installed and shall continue for an initial period of five (5) years unless earlier terminated as provided herein. Thereafter, the Equipment Term for each unit of Equipment shall automatically renew for successive one (1) year periods unless either party gives written notice of its intention not to renew no later than ninety (90) days prior to the expiration of the then-current Equipment Term.

4. FEES

(a) Beginning on the date of each Equipment Term, Client shall commence paying to Bank the fees for such Pick-Up Location as set forth in Exhibits A and B (the "Fees"). Client shall pay all outstanding charges for services rendered by Bank prior to the Agreement Date.

(b) Bank may increase Fees effective January 1 of each year of this Agreement by no more than six percent (6%), or upon written communication in the event of a change in economic conditions that increases Bank's operating costs. Bank will provide thirty (30) days prior written notice for a Fee increase due to a change in economic conditions affecting the services in Client's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Bank's ability to obtain insurance as required under this Agreement. Client shall also pay the monthly fuel surcharge as described in Exhibit A. Bank's will provide account analysis statement to the Client for the Fees and other charges owed for each Pick-Up Location. If Client's obligation to pay any Fee does not commence on the first day of a month, the Fee for such Pick-Up Location for such month shall be a pro rata portion of the Fee for such Pick-Up Location.

(c) Client shall pay any Fees owed on or around the 15th day of each month for the previous month via an automatic withdrawal from the client's account(s) for fees charged through the Bank's Account Analysis statement. If Client disputes the accuracy of an analysis statement, Client will provide Bank written notice of the claimed inaccuracy within thirty (30) days of the Account Analysis statement date or such claim will be deemed waived by Client. Client shall also be responsible for all expenses incurred by Bank as the result of any default on the part of Client, including costs incurred in filing claims and recouping property in Bankruptcy Court, Federal District Court or State Court proceedings, including, without limitation, reasonable attorney's fees. All such expenses shall become part of Client's Unpaid Obligations due to the Bank. In addition to any and all other remedies, Client agrees that Bank shall be permitted to retain as a credit and to offset against such Unpaid Obligations plus interest and collection expenses, on a dollar for dollar basis, any Property which Bank has in its possession under this Agreement.

(d) Client hereby pledges and assigns to Bank all Shipments and Property which come into Bank's possession as collateral to secure Client's obligations to Bank hereunder and authorizes Bank to take all actions necessary to protect and perfect its lien in such collateral, including filing of UCC-1 statements.

5. EQUIPMENT DELIVERY, INSTALLATION, USE AND LOCATION

(a) On the delivery dates mutually agreed by the parties, Bank shall arrange with Bank's armored car service provider for the Equipment to be delivered and installed in the appropriate Client Pick-Up Location(s) set forth in Exhibit B. Bank will provide an installation invoice to the Client, and Client shall be solely responsible for promptly paying any expenses, as set forth in Exhibit A, associated with the shipping and installation of the Equipment, including repeat trips caused by the site not being prepared for installation. Client may elect to pay the installation invoice in full or to have the expense added to its Account Analysis and pro-rated over 12 months.

(b) Client shall arrange for, and be solely responsible for all expenses associated with the site preparation for installation of the Equipment. No later than the Scheduled Installation Date, Client must provide a secure and pest free location for Equipment installation, as well as electrical power, per instructions provided by the Bank. The installation location must ensure that Bank's Personnel have unimpeded access to the Equipment to provide service.

(c) The Equipment shall be used and operated by Client only in the ordinary course of its business in accordance with all applicable Bank instructions, governmental laws, rules and regulations. Client shall make the Equipment available to Bank or its agents for inspection during Client's normal business hours at any location where the Equipment is used or stored.

(d) The Equipment shall not be removed without Bank's prior written consent.

6. EQUIPMENT ACCESS

(a) Client agrees that the Equipment shall be opened by Bank's armored car service provider.

(b) Client agrees that if Bank's armored car service provider are unable to obtain immediate access to the Equipment, Bank's armored car service provider shall, at its sole discretion, either depart from the Client's location or remain for a reasonable period of time and charge Client Waiting Time fees at the rate set forth in Exhibit A.

(c) If the Equipment is not operational for more than two (2) business days, Client may request Bank to implement and perform daily armored transportation service ("CIT") until the Equipment is repaired. All CIT services will be pursuant to the terms below:

(i) Client shall place all Property to be received by Bank in distinctively and securely sealed containers provided by the Bank. Distinctively and securely sealed means the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.

(ii) Client warrants that it shall declare the actual value of each Shipment and each distinctively and securely sealed container in the Shipment. Client shall not conceal or misrepresent any fact or circumstance concerning the Property delivered to Bank and agrees, in the event of Loss, to be bound by its declaration of value.

(iii) Bank shall not be liable for any shortage within any Shipment that: (1) is not distinctively and securely sealed when received by Bank's armored car service provider; (2) occurred before Bank's armored car service provider received possession of the Shipment; or (3) shows no external evidence of tampering when received by Bank's armored car service provider. Bank shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Client, its employees, representatives or agents.

7. EQUIPMENT REPAIR

During the Equipment Term, Bank Personnel shall repair the Equipment at no additional cost to Client, except that Client shall pay for repairs arising out of: (i) abuse and/or vandalism of the Equipment whether by employees or agents of Client or others; (ii) incorrect or insufficient training by Client of its employees or agents; (iii) utilization of the Equipment contrary to the Documentation; (iv) note acceptor jams; or (v) events beyond Bank's control such as, without limitation, lightning, earthquake, fire, riot, civil unrest, authority of law, water damage, or damages caused by rodents or other pests. Bank shall initiate trouble-shooting and/or repair within two (2) business days of being informed of the need for repair. Repairs will be performed on weekdays, other than federal holidays observed by the Bank. **THE FOREGOING REPAIR OBLIGATION IS GIVEN IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY AND SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. BANK MAKES NO WARRANTY THAT THE EQUIPMENT IS NEW, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

8. UNAUTHORIZED EQUIPMENT ACCESS AND ALTERATIONS

(a) Client shall not permit any party (including Client's employees) other than Bank Personnel to service, repair or maintain the Equipment without Bank's prior written consent.

(b) Client shall not make any alterations, additions or improvements to the Equipment without the prior written consent of the Bank. Client shall operate the Equipment in compliance with all Documentation.

9. RETURN OF EQUIPMENT

Upon the expiration or earlier termination of any Equipment Term or the Agreement Term, or upon demand by Bank's pursuant to Section 18 or 20, Client shall permit Bank to obtain possession of the Equipment. Except as otherwise provided in Section 20, Client shall pay all costs incurred by Bank in obtaining possession of the Equipment and in returning the Equipment to the storage facility designated by Bank.

10. EQUIPMENT TITLE, OWNERSHIP AND LIENS

Client shall have no right, title or interest in the Equipment except as specifically set forth in this Agreement. Client agrees that Bank may lease the Equipment from one or more lessors. Client agrees that its interest, if any, in the Equipment is subject and subordinate to the interest of such lessor(s). CLIENT SHALL NOT ASSIGN, LEASE OR TRANSFER ALL OR ANY PART OF THE EQUIPMENT OR CLIENT'S RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BANK. If at any time during the Agreement Term Bank supplies Client with labels, plates or other markings evidencing ownership, security or other interest in the Equipment, Client shall affix and keep the same displayed on the Equipment at all times. Client shall, at its sole cost and expense, keep the Equipment free and clear of all liens, charges, debts, mortgages, pledges, security interests, claims and any other type of encumbrances, and shall not attempt in any other manner to dispose of the Equipment; and Client shall defend Bank's title to the Equipment against such claims allowed by Client. In the event that Client's landlord claims title to or an interest in any of the Equipment, Client agrees to take all steps necessary, at its own cost and expense, (including taking appropriate legal action) to obtain the Equipment and return it to the Bank. In addition, Client shall indemnify, defend, protect and hold Bank harmless from all claims resulting from its possession or use of the Equipment. If Client is not successful in obtaining such Equipment and returning it to the Bank, Client agrees to pay Bank the "Stipulated Loss Value" as specified in Exhibit A for such Equipment.

11. RISK OF LOSS OF EQUIPMENT

(a) Upon delivery of the Equipment to the Client, Client shall bear the entire risk of loss, damage, theft, or destruction of the Equipment or any part thereof from any and every cause whatsoever, and no such loss, damage, theft or destruction shall relieve Client of its obligation to pay the Fees to Bank or to comply with any other provision hereof. Risk of loss shall return to Bank only after the Equipment has been returned to Bank.

(b) If the Equipment is lost, stolen, destroyed or irreparably damaged due to any cause, Client shall promptly notify the Bank in writing of the occurrence and shall immediately pay to Bank an amount equal to the applicable Stipulated Loss Value of such Equipment. Bank shall have the right, at its option, to retake possession of damaged or destroyed Equipment. Upon payment of the Stipulated Loss Value, Bank may provide replacement Equipment and the Client may continue the Equipment Term. Client shall pay for the shipping and installation of replacement Equipment.

12. BANK INSURANCE

Bank, through its armored car service provider, will maintain at all times during the term of this Agreement, insurance payable to the Bank's armored car service provider, in such amounts and against such risks as shall adequately cover the Maximum Liability Amount (set forth in Exhibit A). Upon Client's written request, Bank will provide a certificate of insurance. Client shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.

13. CLIENT INSURANCE; LIABILITY LIMITATION

Client shall at all times prior to the return of the Equipment to Bank in accordance with Section 9 carry and maintain, at Client's sole cost and expense, (i) insurance against loss or damage to the Equipment by fire, theft, explosion, water damage and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses and (ii) general comprehensive liability insurance coverage. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Client shall provide to Bank evidence of such insurance coverage. Bank shall be notified within thirty (30) days in the event that such insurance coverage shall be canceled, not renewed or substantially modified.

14. BANK'S LIABILITY LIMITATIONS AND EXCLUSIONS

(a) Bank guarantees that the contents of the Equipment's cassette received by the Bank's armored car service provider shall match the amount of moneys shown on the Content Report, except to the extent a discrepancy is due to failure of the Equipment. In the event the contents of a cassette in the Equipment shall be in question, Client shall provide all documentation available to establish the contents of the cassette in the Equipment. In the event that a Content Report is not available, Bank's armored car service provider count shall be binding and conclusive upon both parties.

(b) In no case shall the Bank be responsible for Property until the point at which the Equipment is opened by the Bank's armored car service provider. Bank's responsibility shall terminate when the Property has been delivered to the Delivery Location.

(c) Bank's liability for any of its obligations under this Agreement, including without limitation liability for any Loss, is limited to the lesser of: (i) the Maximum Liability Amount; or (ii) the actual amount lost as evidenced by business records, including the Content Report. Client shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Bank, and agrees, in the event of Loss, to be bound by its declaration of value.

(d) Bank shall not be liable for non-performance or delays of service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or events beyond Bank's control.

(e) Bank shall not be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Bank be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to by or arising from: (i) any chemical, biological, bio-chemical or electromagnetic weapon; (ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (iii) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause (vi) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. **The following limitation shall not apply to Property in transit**. Bank shall not be liable for a Loss or for nonperformance or delays of service by the Bank's armored car service provider (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(f) **Bank is not an insurer under this Agreement. Bank shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including without limitation lost profits, business interruption, interest or savings) whether or not caused by the fault or negligence of Bank and whether or not Bank had knowledge that such losses or damages might be incurred.**

(g) The Parties hereby agree that the cost of investigating a claim for a Nominal Shortage does not justify the expense and agree that Bank shall not be liable for such Nominal Shortage. A Nominal Shortage means, an individual Loss at a unit of Equipment in the amount of $100.00 per Property removal. This Nominal Shortage exclusion shall not apply to shortages that are verified to be part of an "Ongoing Pattern of Shortages". An Ongoing Pattern of Shortages is defined as four (4) or more shortages in a six (6) month period at Equipment serviced by the same Bank employee or Bank's armored car service provider.

15. FILING OF CLAIMS; PROOF OF LOSS

(a) In the event of any Loss, Client shall inform Bank as soon as practicable and give written notice to Bank no more than thirty (30) days after Bank's collection of the Property (or delivery of a Change Order). To file a Loss claim, Client shall submit the claim to Bank using the Bank's Smart Safe Loss Claim Affidavit. A copy of the Smart Safe Loss Claim Affidavit is attached as Exhibit F.. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Client shall retain a copy of the notification of Loss receipt provided via email. Client shall promptly verify all Shipment deliveries. Unless such notice is given by Client within the time prescribed by this paragraph, Bank shall not be liable to Client for any claim made pursuant to this Agreement and Client shall be deemed to have expressly waived any such claim.

(b) Client shall maintain a record of all Property placed in the Equipment and shall promptly and diligently assist Bank in the investigation of any Loss or suspected Loss. Client agrees to diligently endeavor to mitigate its damages in connection with any Loss.

(c) Affirmative written proof of the Loss, subscribed and sworn to by Client and substantiated by the books, records and accounts of Client, shall be furnished to Bank prior to payment of a claim. Upon payment of a claim by Bank, Client hereby assigns to Bank all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties related to the Loss. Client will execute any documents necessary to perfect such assignment upon request by Bank.

16. TAXES

Federal, state and local taxes, as applicable, will be included to the smart safe charges on the Client's Account Analysis monthly statement invoices, and are payable to the Bank by Client.

17. DEFAULT BY BANK

Client shall be entitled to terminate the Equipment Term for Equipment at a particular Pick-Up Location in the event of a material breach by Bank of this Agreement with respect to that Pick-Up Location, provided such breach continues for a period of thirty (30) days after Bank's receipt of written notice from Client specifying the nature of such breach. If such breach is corrected within the applicable notice period, then such Equipment Term shall continue in full force and effect.

18. DEFAULT BY CLIENT

(a) A breach by Client of this Agreement shall be considered an event of default ("Event of Default") with respect to the affected Pick-Up Location, provided such breach continues for a period of thirty (30) days after Client's receipt of written notice from Bank specifying the nature of such breach. Notwithstanding the foregoing, if breach is non-payment for services, such a default must be cured within fifteen (15) days of written notice by a cashier's check or wire transfer for all outstanding sums due.

(b) Upon the occurrence of any Event of Default, Bank may exercise any one or more of the following remedies:

(i) Require Client, at Client's sole cost and expense, to return any and all of the Equipment in accordance with Section 9, or Bank, at its option, may enter the Pick-Up Location, and repossess and remove the Equipment at the clients cost and expense.

(ii) Declare immediately due and payable all Fees for services provided under this Agreement, all costs associated with the removal and shipment of the Equipment and the balance of Fees to be paid by Client during the remaining Equipment Term relating to the affected Pick-Up Location.

(iii) Liquidate all collateral to satisfy Client's outstanding obligations;

(iv) Except as stated in Exhibit C, exercise an offset against all Property, Shipments and other property of Client in Bank's possession to satisfy Client's outstanding obligations; and/or

(v) Upon written notice to Client, terminate this Agreement or the Services to the Pick-Up Locations associated with the breach or default.

No failure or delay on the part of Bank to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Bank of any default shall constitute a waiver of any other default by Client or a waiver of any of Bank's rights.

19. EARLY TERMINATION BY CLIENT

(a) If Client terminates an Equipment Term prior to its expiration, Client shall pay the Bank the balance of Fees to be paid by Client during the remaining Equipment Term relating to the applicable Pick-Up Location, as well as all expenses associated with the removal and return of the Equipment to the designated Bank's storage facility. Said termination fees provided in this section shall be in addition to all Fees due to Bank for services already provided.

(b) Notwithstanding the foregoing, upon thirty (30) days prior written notice:

(i) In the event a location is closed, Client shall, with Bank's written consent, have the right to relocate the unit of Equipment to a different Client location within the Bank's service area, and Client shall pay the cost of removal, transportation and re-installation of the Equipment. In the event of such an Equipment move, Fees will be abated for no more than one month and the Equipment Term for such Equipment will be extended for one month.

(ii) If Client sells its business at a location where any Equipment is present to a third party, and said purchaser enters into an Agreement with Bank for the Equipment within such notice period, then Client may terminate the Equipment Term with respect to such Equipment. In such event, Client shall have no further obligation under this Agreement with respect to such Equipment, other than payment for services already provided.

(c) Upon the occurrence of any event of termination relating to a specific Pick-Up Location pursuant to this section, this Agreement shall remain in full force and effect to cover the remaining Pick-Up Locations.

20. EARLY TERMINATION BY BANK

Notwithstanding the Agreement Term set forth in Section 3, (i) if Bank is required by any court of law or governmental agency to cease operating or to recall the Equipment or (ii) if any other party is deemed to have rights in the Equipment other than Bank and Client, then Bank shall have the right to terminate this Agreement without any penalty, provided Bank has given Client thirty (30) days prior written notice of its decision to terminate and Bank arranges, at its sole cost and expense, for the pick-up and return of the Equipment. Such costs and expenses are limited solely to the removal of the Equipment from Client's premises and its transportation to Bank's facility and will in no case cover the cost of returning Client's premises to its original state (except for damages caused by Bank's negligence in performing such removal).

21. CHANGES TO U.S. CURRENCY

In the event that the United States government issues a new currency design or undergoes any change which requires modification of the Equipment, Bank agrees to modify the Equipment and Client agrees to pay the cost related to such modifications as specified in Exhibit A.

22. SUCCESSORS

All of the covenants, conditions and obligations contained herein shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

23. CONFIDENTIALITY

(a) Bank and Client may have access to certain information identified by the other party as confidential in connection with performing their duties and obligations under this Agreement ("Confidential Information"). Bank and Client (when the "receiving party") agree to treat such information as confidential and shall not use or disclose Confidential Information other than in the performance of this Agreement. "Confidential Information" includes but is not limited to information relating to each party's (i) internal business procedures and information which relate to the methods and practices used by such party to conduct its business and which are not otherwise publicly available, and (ii) copyrights, trade secrets and patents. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or later enters the public domain through no fault of the receiving party, (ii) is received by the receiving party from a third party independent of the disclosing party without restriction, (iii) is presently known to the receiving party or is acquired or developed by the receiving party independent of the disclosures made by the disclosing party pursuant to this Agreement, (iv) is required to be disclosed by law, judicial or administrative process or by governmental authority or
(v) is disclosed with the written consent of the disclosing party.

(b) Client shall not, nor shall Client assist any third party in any attempt to, duplicate or reverse engineer any of the design or processes embodied in the Equipment.

24. PUBLICITY RELEASE

The parties agree that neither party shall have the right to make public announcements regarding this Agreement without the written consent of the other party. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.

25. MISCELLANEOUS

(a) Unless otherwise agreed upon, Client will make its premises available for Pick-Up services and repair services. The armored transportation services shall be performed at the time the Bank's armored car service provider's regular route is in the immediate area of the Pick-Up Location and Delivery Location. If Bank agrees to provide services outside of regularly scheduled routes, additional fees will apply. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.

(b) Any pre-printed terms and conditions contained in any purchase order or other similar document used by Client shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.

(c) Client agrees that none of the provisions of the Carmack Amendment apply to any obligation of Bank's armored car service Provider under this Agreement, and that this Agreement governs the rights and responsibilities of Client and the Bank. Client agrees to look only to the provisions of this Agreement for any claim against Bank relating to Client's Property.

(d) No action, suit or other proceeding to recover for any such Loss shall be brought against Bank unless notice has been given to Bank pursuant to Section 15(a), and such action, suit or proceeding is commenced within twelve (12) months after the Bank's collection of the Property.

(e) All notices under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; receipt date of facsimile transmission; or receipt date of overnight courier service; or receipt date of registered or certified mail,. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by notice. Notice to Bank shall also be sent to: Orange Bank & Trust Company Attn: Cash Management Sales Department, 212 Dolson Avenue, Middletown, NY 10940.

(f) The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.

(g) CLIENT AND BANK HEREBY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT. This provision is a material inducement for the parties to enter into this Agreement.

(h) If Client files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Client shall file among its first day motions a motion seeking authorization to (i) assume the Bank's contract, (ii) pay Bank all amounts due under the Agreement on an ongoing basis, and (iii) pay as a cure claim any past due amounts. Client acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Client shall promptly seek court authority to treat Bank's as a critical vendor.

(i) This Agreement may be altered, amended or superseded only in writing signed by the parties. This Agreement, including its exhibits, constitutes the entire agreement and understanding between Client and Bank with respect to the subject matter hereof and supersedes any and all prior agreement or understanding between the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, at law or in equity, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are hereby expressly waived and released by the parties hereto to the fullest extent permitted by law.

(j) Client's performance of its obligations hereunder shall not be excused or relieved by any claims of Client to a right(s) of abatement, deduction, setoff or recoupment against Bank.

(k) The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.

(l) This Agreement and the rights and relationships of the parties, and all claims or causes of action (whether in contract or tort) that may be based on, arise out of or relate to this Agreement, shall be governed in all respects by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of laws and principles thereof

City of Middletown ("Client")	**Orange Bank & Trust Company**
By:________________ (Client Signature)	By: ________________ (Authorized Representative)
Print name: Joseph M DeStefano	Print name: Anthony Pili
Title: Mayor	Title: 1st VP/Director of Cash Managemen

AGREEMENT # 20520
EXHIBIT A

This is Exhibit A to the Agreement (Agreement No. 20520) between **ORANGE BANK & TRUST COMPANY** ("Bank") and **City of Middletown** ("Client") dated November 29, 2021 and is effective as of November 29, 2021. Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

1. SMART SAFE SERVICES

(a) Safe Model, Service Offering, Pricing

The fees for Smart Safe Service are based upon: 1) Smart Safe model installed; 2) geographic market of the Pick-Up Location; 3) frequency of pickups by Bank's armored car service provider per week; and 4) the service options selected.

Smart Safe Model: **SERIES 4 (2-BNF 2-STD 2DR-MAILBOX)**

Description: CompuSafe Series 4, 2x Bulk Note Feed (BNF), 2x 1200-note Cassettes, 2nd Door Mailbox Storage (2DR-M)

Add-on Module 1:
Description:

Add-on Module 2:
Description:

Bank's Smart Safe or Client Purchase: **Brink's Safe**

	Urban	Rural	OTR
CIT Service pursuant to Section 6(c)	$31.25	$43.75	$81.25

Service Offerings:

Connectivity	Web-based Reporting (Info)	Daily Credit (Exhibit C)	Manual Drop Service (Exhibit D)	Enhanced Content Guarantee (Exhibit E)	Device Dashboard
Cellular	YES	YES	YES	YES	YES

Note: Manual Drop Service is limited to 10 drops per Equipment per month. Drops in excess of 10 drops per month will be charged $2.00 per drop.

Monthly Pricing:

Weekly Frequency:	Every Other week	1 Day per week	2 Day per week	3 Day per week	4 Day per week	5 Day per week	6 Day per week	7 Day per week
Price:	$600.29	$700.34	$896.38	$1,093.76	$1,289.80	$1,487.20	$1,683.24	$1,880.63

(b) Site Service Designation ("Zone")

For those sites listed in Exhibit B that are designated as either Rural or Extended Zones, the following monthly fees shall be added to those fees identified in Section 1 (a) above.

Pickup Frequency (Per Week)	1 day	2 days	3 days	4 days	5 days	6 days	7 days	Every Other Week
Rural Service Locations	$67.60	$135.20	$202.80	$270.40	$338.00	$405.60	$473.20	$33.80
Extended Service Locations	$128.44	$256.88	$385.31	$513.76	$642.20	$770.64	$899.08	$64.23

(c) Equipment Installation and Shipping Fees

The following rates cover the fees for non-expedited shipping and installation. If the New Safe Installation option is checked below, the rate will be as set forth in Section 1(a) above. All other installations, de-installation, and shipping will be charged at the rates set forth in this subsection (c).

◈ New Safe Installation and shipping paid monthly Included in Rate at 1(a)

Installation Fees	
Safe	Add-on Module
$507.00	$270.40

De-Install/ Re-Install Fees	
Safe	Add-on Module
$507.00	$473.20

Shipping Fees		
Series 3	All Other	Add-on Module
$250.13	$438.05	$270.40

Fees for Changes to		
Safe Ownership	Ethernet	Cellular*
$290.68	$290.68	$290.68

* Plus additional cellular monthly fees

(d) Storage Fees. In the event Client does not make a Location available for Equipment installation by the Scheduled Installation Date set forth on Exhibit B, then Client will pay a storage fee of $10.00 per day per safe or add-on module. If Client renovates a Location and requests that Bank stores the Equipment off-site from that Location, Client will pay a storage fee of $10.00 per day per safe or add-on module, plus De-installation, shipping, installation, and, if applicable, rush fees.

(e) Research Fee. Client will pay a fee of $85.00 per hour (minimum one hour charge) for research requests pertaining to matters such as billing or proof of delivery. Client will not be charged this fee if the research reveals Bank is the sole cause of an error.

(f) Rush Fee. Any expedited activity requested by the Client and not caused by a Bank's armored car service provider's delay, with less than thirty (30) days' notice to Bank, with the exception of De-Installation which is ten (10) days prior notice to Bank is $1,000.00 per safe plus expedited shipping fees (if applicable).

2. ANCILLARY FEES

Equipment Modification			
Remote	Onsite	Manual Drop Verification	Excess Premises Time
$27.04	$162.24	$2.70	$4.06 per min over 6 min

Zone	First Line Maintenance	Holiday Service	Unscheduled Trip
URB	$290.68	$101.40	$135.20
RUR	$290.68	$101.40	$135.20
OTR	$290.68	$101.40	$135.20

Bank's Holidays observed:
Christmas Day; Columbus Day; Independence Day ;Labor Day; Martin Luther King Day; Memorial Day; New Year's Day; Presidents' Day; Thanksgiving Day; Veterans Day

3. BANK'S MAXIMUM LIABILITY

Bank's maximum liability (Maximum Liability Amount) for Loss of Client's Property is $75,000.00 per Shipment.

4. STIPULATED LOSS VALUE

The Stipulated Loss Value is the specific Equipment rate listed below, declining by 1/60th each month until $2,000.00 is reached, at which point the value remains constant.

CompuSafe Series 4: $10,750.00

5. FUEL ADJUSTMENTS

A fuel adjustment will be determined on a quarterly basis, but will be paid monthly, according to the chart and formula below. The formula to determine the fuel surcharge is:

Price of service per Pick-Up Location per month x fuel surcharge % x 3 months x total number of Pick Up Locations serviced during previous quarter = Total fuel surcharge to be paid per quarter

Note: Every additional $0.05 increase in fuel price will result in an additional 0.125% in surcharge.
The fuel surcharge is based on the Retail On-Highway Diesel Fuel Prices reported by the U.S. Energy Information Administration (eia.doe.gov.), regardless of the fuel type used to perform services for any Client Pick-Up Location.

Minimum	Maximum	Surcharge
$0.01	$2.50	5.25%
$2.51	$2.55	5.38%
$2.56	$2.60	5.50%
$2.61	$2.65	5.63%
$2.66	$2.70	5.75%
$2.71	$2.75	5.88%
$2.76	$2.80	6.00%
$2.81	$2.85	6.13%
$2.86	$2.91	6.25%
$2.91	$2.95	6.38%
$2.96	$3.00	6.50%
$3.01	$3.05	6.63%
$3.06	$3.10	6.75%
$3.11	$3.15	6.88%
$3.16	$3.20	7.00%
$3.21	$3.25	7.13%
$3.26	$3.30	7.25%
$3.31	$3.35	7.38%
$3.36	$3.40	7.50%
$3.41	$3.45	7.63%
$3.46	$3.50	7.75%
$3.51	$3.55	7.88%
$3.56	$3.60	8.00%
$3.61	$3.65	8.13%
$3.66	$3.70	8.25%
$3.71	$3.75	8.38%
$3.76	$3.80	8.50%
$3.81	$3.85	8.63%
$3.86	$3.90	8.75%
$3.91	$3.95	8.88%

Minimum	Maximum	Surcharge
$3.96	$4.00	9.00%
$4.01	$4.05	9.13%
$4.06	$4.10	9.25%
$4.11	$4.15	9.38%
$4.16	$4.20	9.50%
$4.21	$4.25	9.63%
$4.26	$4.30	9.75%
$4.31	$4.35	9.88%
$4.36	$4.40	10.00%
$4.41	$4.45	10.13%
$4.46	$4.50	10.25%
$4.51	$4.55	10.38%
$4.56	$4.60	10.50%
$4.61	$4.65	10.63%
$4.66	$4.70	10.75%
$4.71	$4.75	10.88%
$4.76	$4.80	11.00%
$4.81	$4.85	11.13%
$4.86	$4.90	11.25%
$4.91	$4.95	11.38%
$4.96	$5.00	11.50%
$5.01	$5.05	11.63%
$5.06	$5.10	11.75%
$5.11	$5.15	11.88%
$5.16	$5.20	12.00%
$5.21	$5.25	12.13%
$5.26	$5.30	12.25%
$5.31	$5.35	12.38%
$5.36	$5.40	12.50%
$5.41	$5.45	12.63%
$5.46	$5.50	12.75%

"CLIENT"

City of Middletown

By: ______________________________________

(Client Signature)

Print name: Joseph M DeStefano

Title: Mayor

"BANK"

Orange Bank & Trust Company

By: ______________________________________

Print name: Anthony Pili

Title: 1ST VP/ Director of Cash Management

AGREEMENT # 20520

EXHIBIT B
LOCATIONS
This Exhibit B is effective as of: November 29, 2021

This is Exhibit B to the Agreement between **Orange Bank & Trust Company** ("Bank") and **City of Middletown** ("Client") dated Agreement No. 20520, and is effective as of November 29, 2021 Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

Subject to the terms and conditions set forth in the Agreement, Bank agrees to provide, and Client agrees to accept and pay for, services at the Pick Up Location(s) listed in this Exhibit B, beginning on the Scheduled Installation Date set forth below.

SCHD A NBR	STORE ID/#	SCHEDULED INSTALLATION DATE	ADDRESS	Armored Car	EZ CHANGE	ZONE	SERVICE FREQUENCY	INSTALL YEAR	PRICE / MONTH
A-SERIES 4 (2-BNF 2-XL 2DR)-20520	OBTC 4	05-JAN-2022	16 JAMES STREET MIDDLETOWN,NY 10940-5734	B0754 - NEWBURGH	NO	RUR	Thursday	2022	$951.25

"CLIENT"
City of Middletown

By: ______________________________
(Client Signature)

Print name: Joseph M DeStefano

Title: Mayor

"BANK"
Orange Bank & Trust Company

By: ______________________________
(Authorized Representative)

Print name: Anthony Pili

Title: 1st VP/ Director of Cash Management

AGREEMENT # 20520
EXHIBIT C
SMART SAFE DAILY CREDIT SERVICE

This is Exhibit C to the Agreement between **Orange Bank & Trust Company** ("BANK") and **City of Middletown** ("Client"), and is effective as of November 29, 2021 (the "Effective Date"). Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

PURPOSE: This Exhibit C sets forth the terms of Daily Credit Service by which Client may receive provisional credit to its account(s) with the Bank for currency properly deposited by Client into the Equipment via the currency acceptor (the "Smart Safe Deposit").

A. <u>Modification of Terms and Conditions of the Agreement</u>. The terms and conditions of the Agreement shall be modified and amended as follows:

1. Bank has entered into a separate agreement with Armored Car Service provider (the "Cash Vault Services Agreement") pursuant to which Armored Car Service Provider will report the amount Smart Safe Deposits to the Bank within one (1) business day of Armored Car Service Provider receipt of such information from the Equipment.

2. In no event shall Bank be liable for the Armored Car Service Providers issuance or reversal of provisional credit to Client.

3. Bank is a third party beneficiary of this Exhibit C. Notwithstanding anything to the contrary in the Agreement: (i) Bank is deemed to be the exclusive owner of all Smart Safe Deposits without any notice or further action on the part of any party, and (ii) Client has no interest (including legal, equitable, or security interest) in any Smart Safe Deposit. In the event of Client's bankruptcy, Smart Safe Deposits shall not be a part of Client's bankruptcy estate.

4. In addition, and notwithstanding anything to the contrary in the Agreement, (i) Bank has the right to instruct and direct it's Armored Car Service Provider as to the treatment and handling of all Smart Safe Deposits, (ii) any such instructions of Bank shall have priority over any instructions of Client, and (iii) Client waives any rights or claims it may have against Bank resulting from or relating to Bank's Armored Car service Provider's treatment and handling of the Smart Safe Deposits in accordance with the instructions of Bank.

5. Bank's liability for its obligations under this Exhibit, including without limitation liability for any Loss, shall be limited as stated in the Agreement. In no event will the Bank make a Loss payment to both Client and Bank's armored car service provider.

B. <u>Termination of Daily Credit Service.</u>

1. If Client desires to terminate Daily Credit Service, Client must provide Bank with written notice signed by both Client and Bank stating a definitive termination date (the "Termination Date"). Client must provide such notice to Bank at least thirty (30) days prior to the Termination Date.

2. If Client is in breach of the Agreement, Bank may temporarily suspend or permanently terminate Daily Credit Service at any time upon notice to Client.

C. <u>Effect of Exhibit C</u>. Except as expressly amended by this Exhibit C, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Exhibit C, the provisions of this Exhibit C shall control.

"CLIENT":

City of Middletown

By: ______________________________
(Client Signature)

Print name: Joseph M DeStefano

Title: Mayor

Date: ______________________________

"BANK"

Orange Bank & Trust Company

By: ______________________________
(Authorized Representative)

Print name: Anthony Pili

Title: 1st VP/ Director of Cash Management

Date: ______________________________

AGREEMENT # 20520
EXHIBIT D
MANUAL DROP SERVICE

This is Exhibit D to the Agreement between **Orange Bank & Trust Company** ("Bank") and **City of Middletown** ("Client") dated November 29, 2021 Agreement No. 20520 and is effective as of November 29, 2021. Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

PURPOSE: This Exhibit D sets forth the terms of Manual Drop Service by which Client will be able to insert banknotes into the Equipment by means of a manual drop slot installed in the Smart Safe.

A. Manual Drop fees are specified in Exhibit A. Manual Drop fees for currency/banknote deposits will not apply in the event none of the Equipment's currency acceptors can be used due to malfunctions not caused by Client.

B. Client must declare the value of the Property placed in the manual drop slot by entering the appropriate amount of the deposit into the Equipment's keypad.

C. Manual Drop should be prepared for deposit into the Smart Safe as follows: Client will not place more than ten (10) banknotes in a manual drop. Client must place banknotes in distinctively and Securely Sealed, serial numbered bags. Bank's armored car service provider reserves the right to reject any Manual Drop shipment that is not distinctively and securely sealed in a serial numbered bag. If Bank's armored car service provider accepts the shipment, Bank's armored car service provider will provide to Client, a signature receipt using their receipt book for each Shipment by item count, value and serial number.

D. Property deposited into the manual drop and received by Bank's armored car service provider will be processed as follows: the Shipment will be opened; the Property will be removed and verified against the value declared by Client; and Bank's will report variances to Client within two (2) business days of the processing day.

E. Client is responsible for all Property held within the Equipment's manual drop compartment whenever the Equipment is opened for repair purposes.

"CLIENT":	"BANK":
City of Middletown	**Orange Bank & Trust Company**
By: ______________________ (Client Signature)	By: ______________________ (Authorized Representative)
Print name: Joseph M DeStefano	Print name: Anthony Pili
Title: Mayor	Title: 1st VP/ Director of Cash Management
Date: ______________________	Date: ______________________

AGREEMENT # 20520
EXHIBIT E
ENHANCED CONTENT GUARANTEE

This is Exhibit E to the Agreement between **Orange Bank & Trust Company** ("Bank") and **City of Middletown** ("Client") dated November 29, 2021. Agreement No. 20520 and is effective as of November 29, 2021.

Except as set forth herein, Bank guarantees the currency accepted by the Equipment's electronic bill acceptor against Loss due to counterfeit currency or external theft by a third party. This guarantee does not apply to Losses arising from internal theft, fraud or an ongoing pattern of counterfeit currency deposited into the Equipment. An ongoing pattern of counterfeit currency is defined as four (4) or more notes within any ninety (90) day period at a single Pick-Up Location. Counterfeit notes which are later detected and determined to be part of an ongoing pattern, shall be deducted from the total sum of money originally shown on the Content Report. The maximum amount of this guarantee is the validated total posted in the Equipment's audit report for currency accepted by the Equipment's bill acceptor, and does not cover any declared values for deposits into the Equipment's manual drop. This guarantee requires and is contingent upon the Equipment being properly installed to a concrete subfloor, and Client employing all reasonable security measures for similarly situated clients with regard to industry and location, including but not limited to, providing an activated and monitored alarm system protecting the room where the Equipment is located. The alarm system must have backup communication capability, an audible siren, and video recording (separate or integrated). A monitored alarm system is not required if Client's staff is on site 24 hours a day, 365 days of the year, and Client provides recorded security camera(s) covering the Equipment. Additionally each Equipment location may be subject to a risk assessment by location using national crime statistics criteria. This risk assessment may result in recommendations from Bank to use various types of Equipment suited for client requirements and potential high risk locations. In the event the contents of a container or other Property in the Equipment shall be in question, Client shall provide all documentation available to establish the contents of the container or other Property in the Equipment. In the event of a Loss, Client must provide a police report and a documented response time to the Equipment location by law enforcement when filing a claim for a Loss. With respect to all other Property processed by Bank or in the event that a Content Report is not available, Bank's count shall be binding and conclusive upon both parties.

"CLIENT":
City of Middletown

By: ______________________________
(Client Signature)

Print name: Joseph M DeStefano

Title: Mayor

Date: ______________________________

"BANK"
Orange Bank & Trust Company

By: ______________________________
(Authorized Representative)

Print name: Anthony Pili

Title: 1st VP/ Director of Cash Management

Date: ______________________________

AGREEMENT # 20520
EXHIBIT F
SMART SAFE LOSS CLAIM AFFIDAVIT

State of New York
SS:
County of:

______________________________, being sworn, deposes and says: The Date of Loss was on___________________ for Smart Safe Serial #______________ Agreement #_____________ Location #___________________ Total Dollar Amount of Loss: $_________ Place of Smart Safe is at ____Type of Loss: _________________.

Detailed description of the loss:
____
____
____
____
____

Please include a copy of signed Deposit pickup log, Alarm report from Alarm Company if loss is due to a burglary, Police Report, and Electronic Journal record.
Deponent agrees to assist in and cooperate with any investigation of the facts or circumstances pertaining to the monetary loss of currency or coin contained in the Smart Safe described above to provide Orange Bank & Trust Company any information or documents that deponent may have which in any way relate to such negotiation.

Deponent agrees to indemnify and hold the Bank harmless from and against any and all liabilities, claims or damages that in any way arise out of or relate to Orange Bank & Trust Company's reliance on the statements made in this affidavit or the breach by deponent of any Agreement contained herein.

____
(Signature)

Subscribed and sworn to before me this
_____ Day of ______________, 20 _____

____
Notary Public

FAQ

How long do I have to file a claim?
We prefer that you submit a claim request within 30 days of noticing the loss, or use the loss notification timeline outlined in the Smart Safe Agreement # 20520.

How long does it take for a claim to be processed?
The timeline is based on the mutually agreed upon investigation period outlined in your Smart Safe Agreement # 20520. We strive to resolve claims within 30 days. However, more complicated claims may take up to 60 days.

How can I check the status of my claim?
Email a status request to CashManagementSales@orangebanktrust.com

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer within the Senior Center 2021 budget a total of $4,000.00 to bring the Senior Bus up to regulations to pass NYS vehicle inspection in the following manner:

FROM	**AMOUNT**	**TO**
GA.5680.100	$4,000.00	GA.5680.440

John Naumchik

From:	Julisa Sierra
Sent:	Friday, November 19, 2021 8:46 AM
To:	Kelly Ann Kelly
Cc:	John Naumchik
Subject:	Board of Estimate
Attachments:	Elliotts quote 2012 bus.pdf

RECEIVED

NOV 19 2021

City Clerk
City of Middletown

I am requesting from general fund an advance from 2022 Budget for repairs to 2012 Shuttle bus in the amount of $4,0000. It is required to bring bus up to regulations to pass state vehicle inspection. Please see attached for quote.

Julisa Sierra
Senior Citizen Center Director
City Of Middletown
Mulberry House Senior Center
62-70 West Main St
Middletown, NY 10940
Office:845-346-4075
Fax: 845-346-4072
Julisa.sierra@middletown-ny.com

Elliott's Motorsports Inc.
D/B/A Elliott's Automotive

7068263
274 Wisner Ave.
Middletown, NY 10940
845-344-4919
06-1395555

RECEIVED
NOV 19 2021
City Clerk
City of Middletown

Customer R Acct: 480	License AL6933	VIN 1FDFE4FS4CDB09288	Year 2012
Mullberry House Senior Center 62-70 West Main St. Middletown, NY 10940 845-346-4070 845-346-4075	Make FORD	Model E450	
	Engine 6.8	Transmission AUTO	
	In 0 Mileage Out 0	Fleet #	P.O. Number
Prod. Date 07/12 | 2/4/AW/FWD 2WD | AC/PS YES	RW/AW-ABS ABS	Next Svce	Written By:

Problem Statements

ESTIMATE OF NEEDED WORK

Recommended Services

Labor Operations

Tech	Type	Description	Price
	Lab	STATE INSPECTION FOUND OVERDUE	$26.00
	Lab	VEHICLE NEEDS ALL TIRES REPLACED...WORN TO MINIMUM READINGS FOR USE & STATE INSPECTION REQUIREMENTS...MOUNT/BALANCE 6 TIRES	$149.70
	Lab	VEHICLE NEEDS FRONT BRAKE WORK...REPLACE FRONT PADS, ROTORS & OIL SEALS AS NEEDED	$243.10
	Lab	VEHICLE NEEDS FRONT SHOCKS (LEAKING & WEAK)....REPLACE FRONT SHOCKS	$116.69
	Lab	FRONT STABILIZER LEAKING....REPLACE FRONT STABILIZER DAMPER	$77.79
	Lab	STEERING GEAR BOX LEAKING...REPLACE GAR BOX	$136.14
	Lab	ALIGNMENT	$129.95
	Lab	FOUND PASSENGER SIDE MIRROR CRACKED...NEEDED FOR INSPECTION....REPLACE MIRROR	$77.79
	Lab	FOUND EXHAUST LOOSE...HANGER BROKEN....REPLACE HANGER	$48.62
		Labor Total	$1,005.78

Parts

Part Description	Status	Qty	Price Ea.	Total
LT225/75R16E transforce tires		6.00	$175.00	$1,050.00
FRONT BRAKE PADS	N	1.00	$92.95	$92.95
ROTOR	N	1.00	$359.95	$359.95
OIL SEALS	N	2.00	$24.34	$48.68
SHOCKS	N	2.00	$139.95	$279.90
FRONT STABILIZER	N	1.00	$99.84	$99.84
GEAR BOX	N	1.00	$497.82	$497.82
POWER STEERING FLUID	N	1.00	$11.93	$11.93
MIRROR	N	1.00	$499.98	$499.98
xtra long hangers	N	1.00	$13.96	$13.96
needed work				
			Parts Total	$2,955.01

ESTIMATE

Total Tax	$0.00	Taxable Parts	$2,955.01
Supplies		NonTax Parts	$0.00
Disposal	$27.00	Total Parts	$2,955.01
Environ.		Labor	$1,005.78
		Sublet	$0.00
		NonTax Labor	$0.00
		NonTax Sublet	$0.00
		Total Labor	$1,005.78

I hereby authorize the repair work listed hereon, including sublet work, to be done along with necessary materials. You and your employees may operate the described vehicle for purposes of testing, inspection or delivery at my risk.

Signature or Initial Date

Date 11/12/2021
Estimate # 17764
Estimate Total $3,987.79

John Naumchik

From:	Kelly Ann Kelly
Sent:	Tuesday, November 23, 2021 10:04 AM
To:	Julisa Sierra
Cc:	John Naumchik
Subject:	RE: Board of Estimate

Hi Julisa –

I spoke to the Mayor and there are some lines in senior programs that you may be able to utilize funds before using the Fund Balance. Here are the line I suggest. Please review and let me know if you are comfortable with using these lines.

A.6772.481 – Telephone Misc -	$ 500.00
A.6772.495 -Miscellaneous	$ 500.00
A.6772.480 - Office Expense	$ 500.00
A.6772.450 – Materials % Supplies	$1000.00
A.6772.400 - Contractual Services	$1500.00

Thanks!

Kelly

Kelly A. Kelly
City Treasurer
(845)346-4153 (desk)
(845)344-1101 (fax)
kkelly@middletown-ny.com
Please visit our website @ www.middletown-ny.com

From: Julisa Sierra
Sent: Friday, November 19, 2021 8:46 AM
To: Kelly Ann Kelly <KKelly@middletown-ny.com>
Cc: John Naumchik <jnaumchik@middletown-ny.com>
Subject: Board of Estimate

I am requesting from general fund an advance from 2022 Budget for repairs to 2012 Shuttle bus in the amount of $4,0000. It is required to bring bus up to regulations to pass state vehicle inspection. Please see attached for quote.

Julisa Sierra

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $195,261.85 from the Water Fund Balance to fund the balance of the purchase of 28 Pilgrim Corners Road, Middletown, NY in the following manner:

FROM	AMOUNT	TO
Water Fund Balance	$195,261.85	F.1940.900 Purchase of Land

Minutes of Meeting
Board of Estimate and Apportionment

The Board of Estimate and Apportionment met in the Mayor's Office on November 23,2021 at 11:00 AM.

Members
Mayor DeStefano
J. Masi

Others Present
K. Kelly
J. Tawil
J. Naumchik

1. Jacob Tawil is requesting the transfer of fund from the Water Fund balance to fund the balance of the purchase of 28 Pilgrim Corners Road, Middletown, NY in the amount of $195,261.85.

FROM	**AMOUNT**	**TO**
Water Fund Balance	$195,261.85	F.1940.900 Purchase of Land

Upon a motion duly made by Mayor DeStefano and seconded by Chairman Masi, the above action was approved.

AYES	NAYS
2	0

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Johnson				
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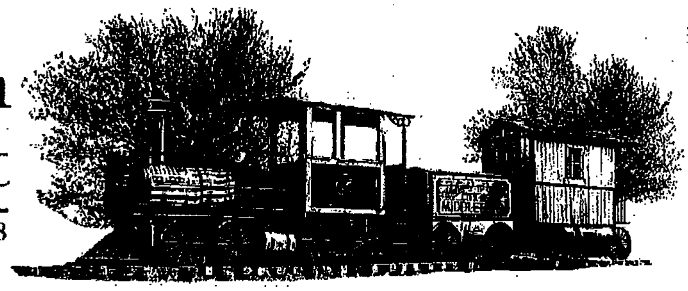
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $25,000.00 from the 2021 ARPA funds to cover plumbing costs associated with the Reservoir Restroom Capital Project in the following manner:

FROM	**AMOUNT**	**TO**
A.4785 ARPA Funds	$25,000.00	H.0764.900 Capitol- Reservoir Restrooms

Middletown Recreation and Parks Department

893 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Tuesday, November 23, 2021

RE: 2021 ARPA Fund Transfer

Dear President Rodrigues & Council Members:

Please authorize the Treasurer to make the following transfer from the 2021 ARPA funds:

FROM	AMOUNT	TO
A.4785 ARPA Funds	**$25,000.00**	**H.0764.900** Capitol- Reservoir Restrooms

To cover plumbing costs associated with the Reservoir Restroom Capital Project.

Sincerely,

Raelynn Bertholf

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation Department

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached contract with Nearmap US, Inc for a subscription to an aerial imagery program for the Assessor's Office.

CITY OF MIDDLETOWN
OFFICE OF THE ASSESSOR
Marianne Feely, Commissioner of Assessment
16 James Street
Middletown, NY 10940
(845)346-4141

RECEIVED

NOV 23 2021
City Clerk
City of Middletown

November 23, 2021

Board of Estimate
16 James Street
Middletown, NY 10940

Dear Members of the Board of Estimate,

I am requesting approval for a subscription to an aerial imagery program called Nearmap. I have attached the contract, along with some information on program and the services they provide.

Respectfully submitted,

Marianne Feely

Marianne Feely
Commissioner of Assessment

nearmap
current : clear : change

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
10897 South River Front Parkway, Suite 150
South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Middletown, NY	**Quote Number**	Q071185
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	01/07/2022
Subscription Term	12 Month	**Account Rep**	Pamela Wilkins pamela.wilkins@nearmap.com
Subscription Start Date	10/21/2021	**Payment Term**	Net 30
		Payment Method	Invoice
Bill To	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely@middletown-ny.com	**Ship To**	City of Middletown, NY Marianne Feely 16 James Street, Middletown, New York, 10940 8453464141 mfeely@middletown-ny.com

PRODUCT	ALLOWANCE	COVERAGE	SEATS
3D Viewer	NA	Nationwide	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Subtotal	$2,500.00
		Estimated Tax	$0.00
		Total	**USD $2,500.00**

ACCEPTANCE OF Q071185 will constitute an Agreement with Nearmap
By selecting **"Yes"** or **signing below,** you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote,(b) the Product-Specific Terms which can be found at https://www.nearmap.com/us/en/legal/product-agreements, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Additional Terms and Conditions

1. The Licensee is permitted to participate under special purchasing program offered to the municipalities within Orange County, New York (the "County"), as set forth on Quote Q070201. Provided that the County is a current licensee under Quote Q070201, the License may participate in the special purchasing program as follows:

a. The Licensee may obtain a license to Nearmap Oblique for Government and 3D Viewer for $2,500 per year; and

b. The Licensee may obtain a copy of the Offline Copy Add-on for Government Product provided to the County for the Coverage Area at no additional cost to the Licensee.

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial imagery and location data and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non- transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.

1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.

1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.

1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:

(a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and

(b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.

1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.

1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.

2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).

2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:

(a) machine learning models (including the model form and model parameters);

(b) outputs of machine learning models;

(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or

(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and

(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;

(b) upload content or other information to the Website (except as necessary to use the Products);

(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;

(d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;

(e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;

(f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;

(g) remove any content or information from the Website, other than that permitted under the terms of this License;

(h) falsify the true ownership of a Product or other material or information made available via the Website;

(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;

(j) use the Website other than in accordance with this Agreement;

(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or

(l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that password/ID;

(b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;

(c) immediately cease the Licensee's access to the Product;

(d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

(e) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at https://status.nearmap.com/ to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:

(a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;

(b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and

(c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.

4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:

(i) License;
(ii) Products; and
(iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.

(a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html;

(b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the

Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (http://aws.amazon.com/agreement/) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

(i) Privacy Policy (http://aws.amazon.com/privacy/)

(ii) Acceptable Use Policy (http://aws.amazon.com/aup/)

(iii) Terms of Use (http://aws.amazon.com/terms/)

(iv) Service Terms (http://aws.amazon.com/serviceterms/)

(v) Trademark Guidelines (http://aws.amazon.com/trademark-guidelines/)

(c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (https://www.nearmap.com/us/en/legal/copyright).

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING ORPERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THEPRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party serviceprovider.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;

(b) the Licensee's use of the Product for any purpose; and

(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright (**"Infringement Claim"**), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee isliable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;

(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;

(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and

(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:

(i) use of the Product in violation of this Agreement;

(ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or

(iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at https://www.nearmap.com/us/en/legal/privacy-policy. The Licensee hereby consents to those collections, uses, and disclosures.

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control (**"Force Majeure Event"**):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and

(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;

(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and

(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.

16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.

17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

17.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any Product-Specific Terms; and
(d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.

17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter.

17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
(b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee. **Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at here.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

(a) Commercial Purpose;

(b) Unlawful Purpose;

(c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and

(d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located here.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:
   a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
   b. **Fair Use Policy** means this policy;
   c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
   d. **Products** has the meaning given to that term in Your Nearmap Agreement;
   e. **Services** has the meaning given to that term in Your Nearmap Agreement;
   f. **You** or **Your** means any customer of Nearmap;
   g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
   h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

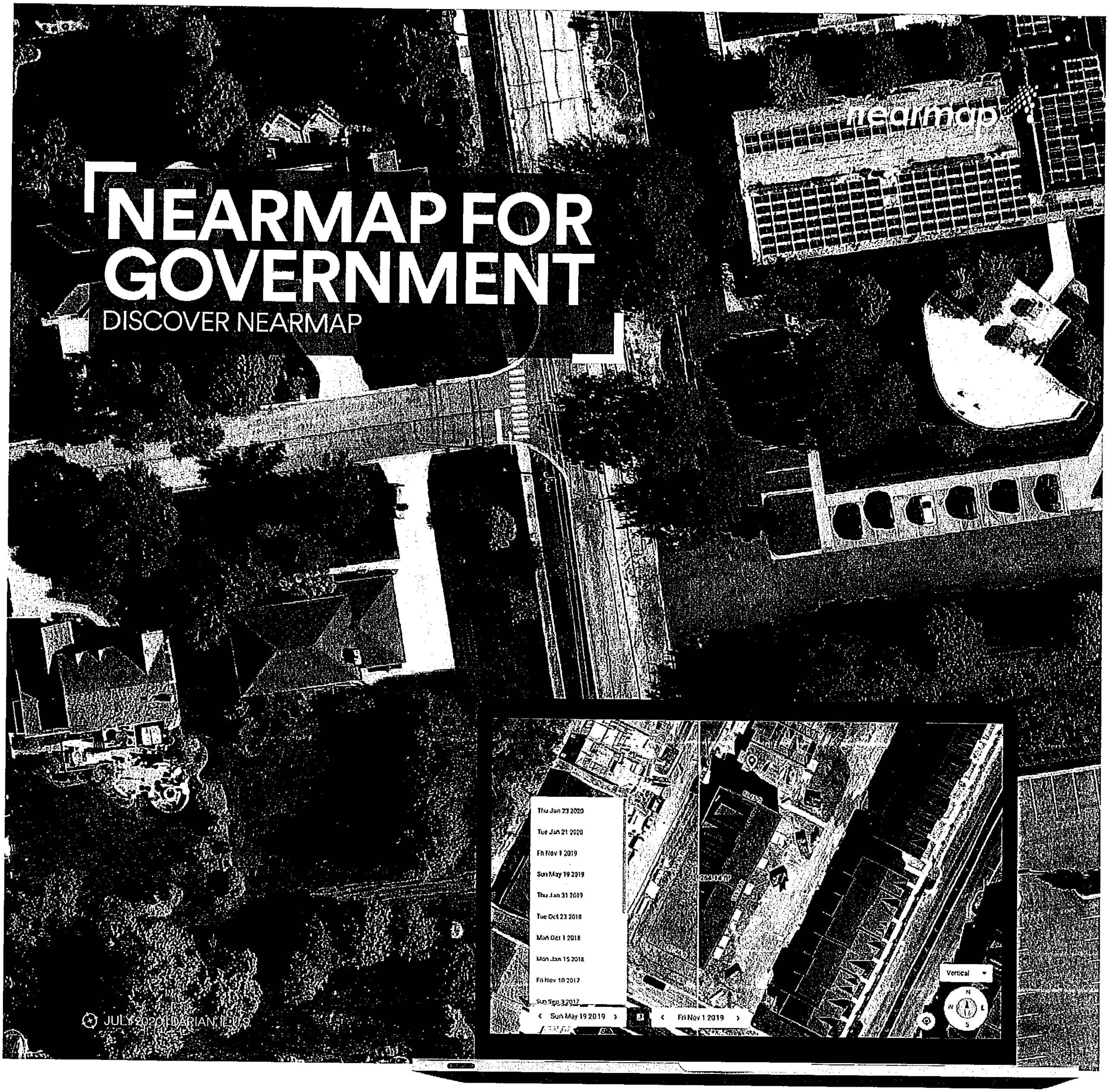
Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
   a. restrict Your access to low resolution imagery for the remainder of the month; and/or
   b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   c. restrict Your access for the remainder of the month; and/or
   d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   e. immediately cease Your access to Nearmap; and/or
   f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

NEARMAP FOR GOVERNMENT

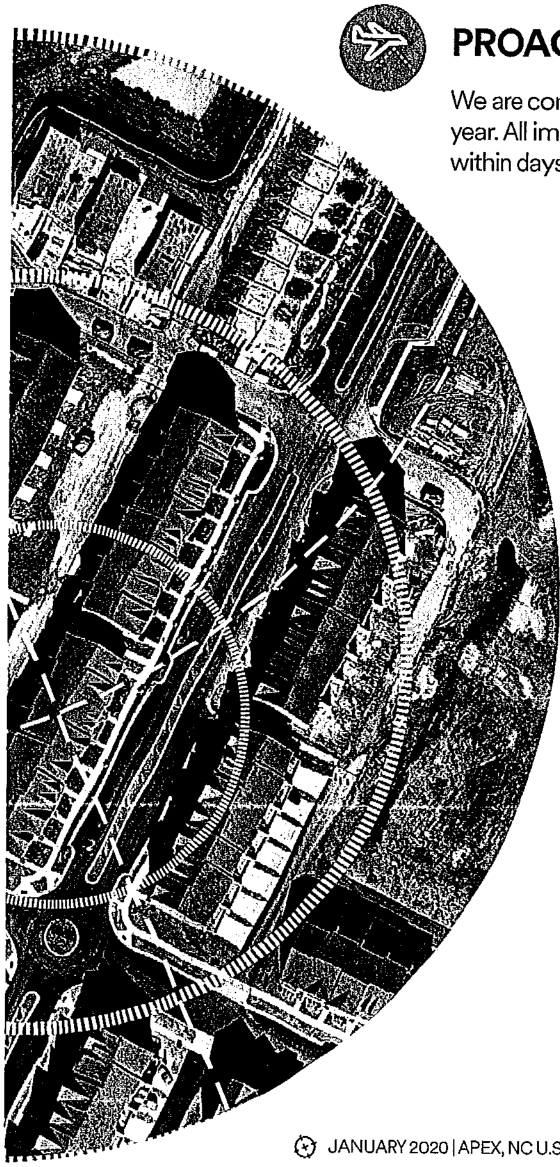
DISCOVER NEARMAP



Nearmap is a technology company, driven by innovation. We fly fixed-wing aircraft with patented camera sensors to capture truth on the ground, using the most advanced imagery processing pipelines in the world. We're an industry disruptor, proud to be shattering boundaries across the aerial imagery spectrum.

As a market leader for cloud-based geospatial information services, we're ranked as one of the top ten largest aerial survey companies in the world in annual data collection volume. Our parent company, Nearmap Limited, is a publicly traded company listed on the Australian Stock Exchange—one of the 200 largest ASX-listed stocks in Australia.

WHAT MAKES NEARMAP SPECIAL



JANUARY 2020 | APEX, NC U.S.

PROACTIVE SURVEY PROGRAM

We are continuously capturing aerial imagery throughout the United States, 365 days a year. All imagery loaded into our web-based application is time stamped and available within days of capture.

CURRENT IMAGERY

We fly large urban areas up to 3 times per year, frequently capturing seasonal changes for leaf-on/ leaf-off information.

WIDE-SCALE COVERAGE

We cover 71% of the U.S. population, including the top 430 urban areas with over 330,000 square miles captured annually (74 million residential U.S parcels and 3.3 million commercial U.S parcels).

CONSISTENTLY HIGH RESOLUTION

Our ortho and oblique imagery is delivered at sub-3" GSD resolution, meaning you can see clearly and plan accurately, before even setting foot on site.

INSTANT ACCESS VIA THE CLOUD

Instantly stream high resolution aerial imagery from Nearmap on any connected device via our web platform, MapBrowser, or integrate through our APIs. Easily view, measure, and export Nearmap content. Offline imagery is also available upon request.

WHAT OUR CUSTOMERS SAY

"I really like how Nearmap is integrated into the GIS stack. We're able to stay on top of new developments, roads, and addresses. Being able to have Nearmap imagery integrated into our GIS systems helps us be much more accurate."

—Timothy Zimmer
GIS Administrator, Shelby County 9-1-1

"Before Nearmap, we were already two years behind on our imagery capture through our county commission. With Nearmap, my view has never been clearer or more up-to-date. I can view new construction, such as buildings and pools, which has been extremely helpful."

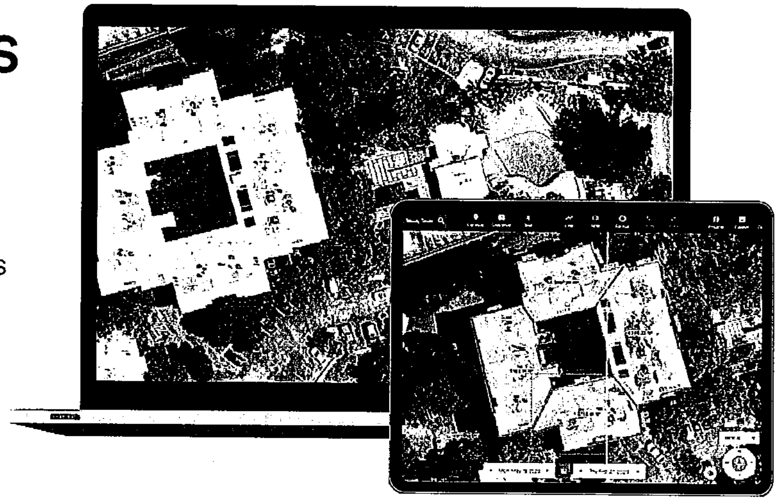
- Trisha Favulli
Director of Assessing, Town of Falmouth

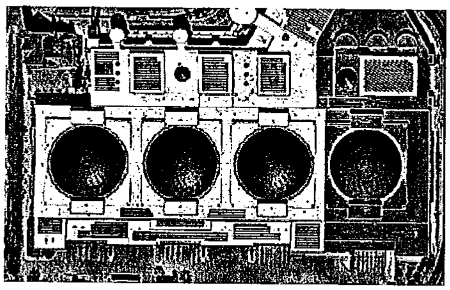
"Nearmap affords us the ability have a birds-eye view of our city, not just once a year, but several times per year, at a resolution that is rarely obtainable within our budget. Going with Nearmap just makes sense for our GIS applications across the organization."

- Matthew W. Bradbury
GIS Administrator, City of Redlands, CA

PRODUCT SPECIFICATIONS

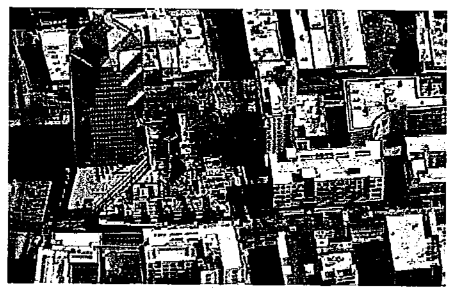
Nearmap is a subscription-based service with flexible options tailored to suit your needs. Your users will always have access to reliable, current imagery to more confidently derive insights and make decisions, helping save time and reduce costs through virtual site visits.





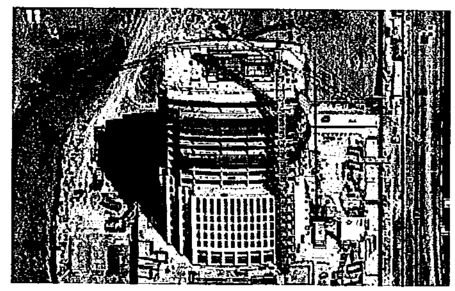
Vertical/ortho

- Resolution: 2.2 – 3" GSD
- Absolute Horizontal Accuracy: 8.6 – 23.6" RMSEr
- High-resolution, top-down imagery
- Measure length, area, or radius in MapBrowser



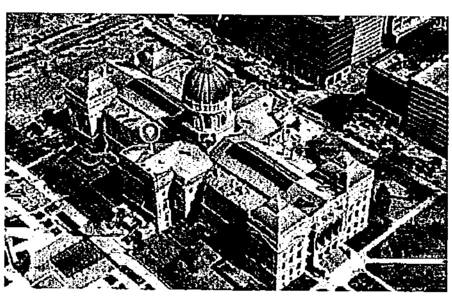
Panorama

- Resolution: 2.2 – 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions—N, S, E, W—in a seamless mosaic



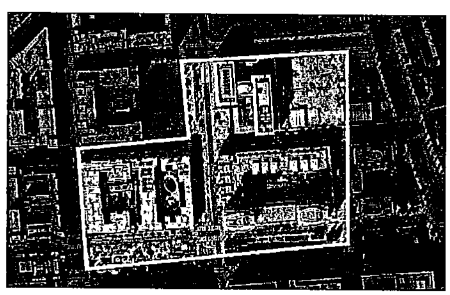
Oblique

- Resolution: 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions with a gallery of individual source images
- Accurate height, slope, and roof area measurements



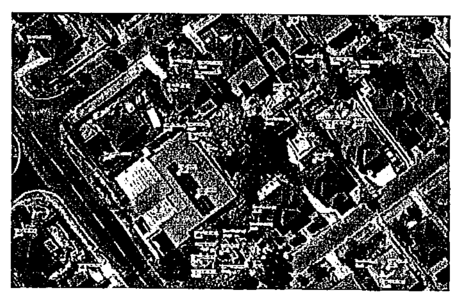
3D Viewer

- 360-degree, immersive view of 3D textured mesh
- Pan and zoom, measure height, length, pitch, area, and elevation (RL values)



3D Export

- 3D data sets: DSM, Point Cloud, Textured Mesh, True Ortho
- File formats: 3MX, SLPK, B3DM, OSGB, OBJ, FBX, GeoTIFF, JPEG, ASCII, LAS
- Available via MapBrowser or offline delivery

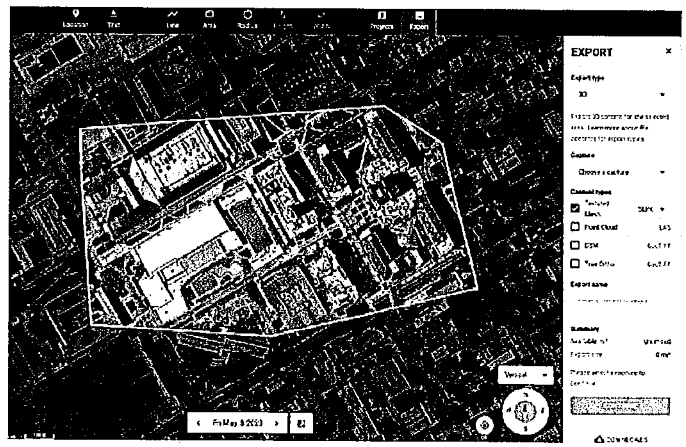


AI Datasets

- View AI Layers in MapBrowser to help you identify objects and other location attributes
- On-demand export and APIs for easy third-party integration
- Growing list of AI Packs: solar panels, vegetation, building characteristics, surfaces, and more

EASY TO USE & INTEGRATE

Conveniently use four different methods to integrate release ready Nearmap Vertical, Oblique, 3D and AI content into your preferred GIS, CAD, 3D visualization, and asset management workflow applications. Additionally, Nearmap also offers various APIs for your bespoke needs. For more information, please visit **docs.nearmap.com**

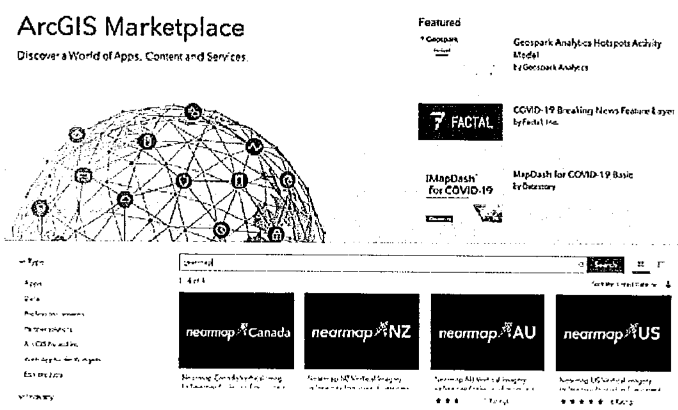


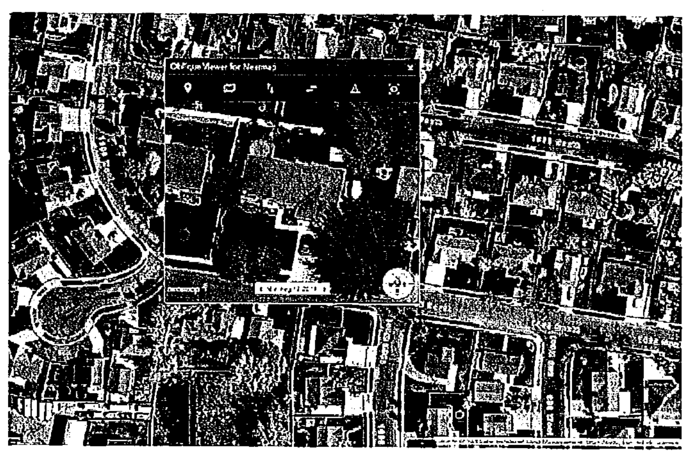
WMS 2.0 (Web Mapping Service)

Auto-generate a URL, copy and paste URL to stream Nearmap Vertical content. Perform geofencing and time navigation

MapBrowser Export

Simple, intuitive web application with easy export of georeferenced Nearmap Vertical, 3D and AI content





ArcGIS Marketplace

Stream Nearmap Vertical content into ArcGIS platforms and ArcGIS compatible platforms

Nearmap Oblique for ArcGIS

An "Oblique Viewer" widget that can be used within apps made with ArcGIS Web AppBuilder to stream Nearmap Oblique Content

A few of our government partners

esri Partner Network Gold

(ArcGIS Online, ArcGIS Enterprise, ArcGIS Pro, ArcGIS Collector, ArcMap, ArcGIS Survey 123, ArcGIS Web AppBuilder)

AUTODESK.

(Civil 3D, AutoCAD Map 3D, InfraWorks, Revit)

Cityworks Empowering GIS

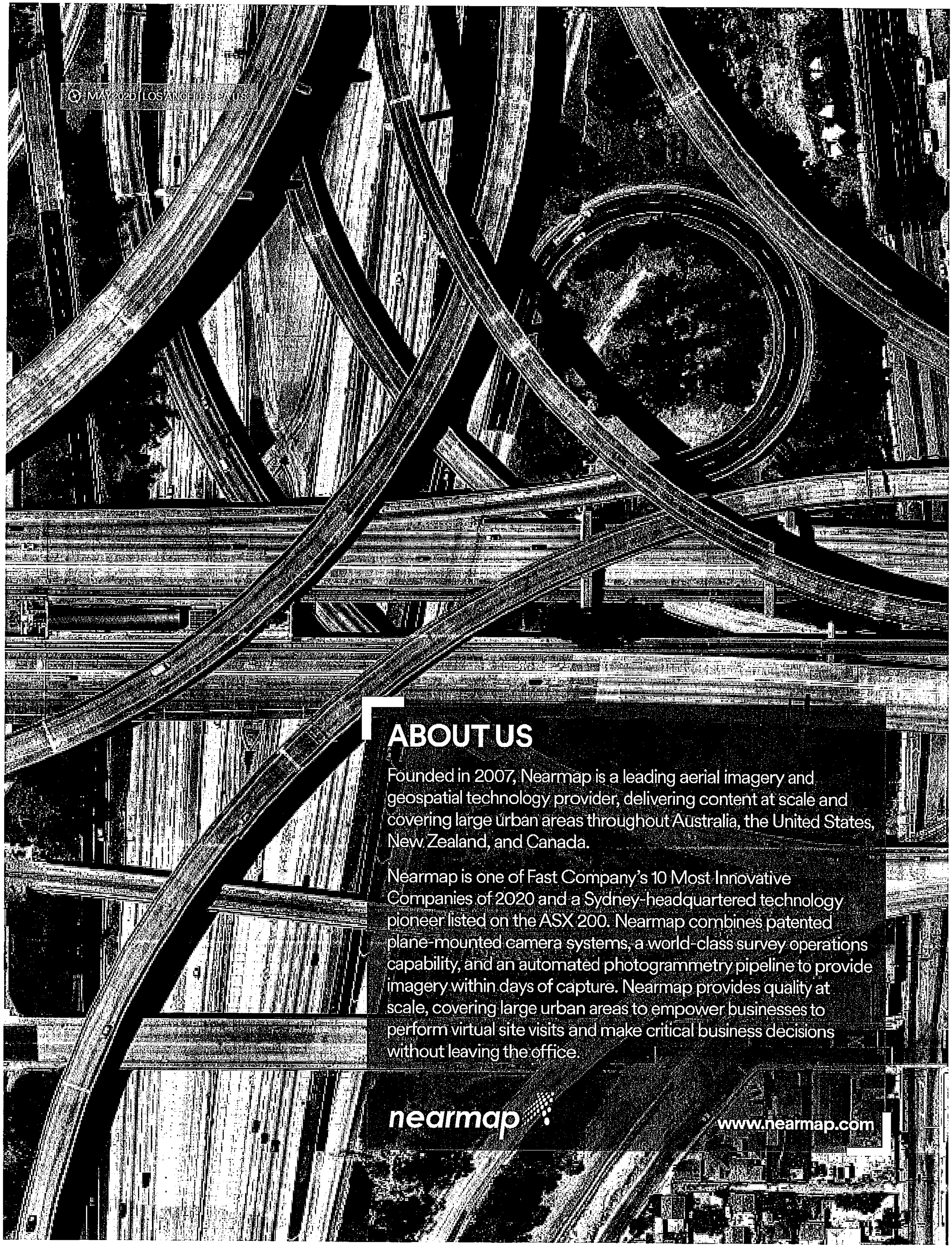
TREEPLOTTER software suite

Bentley Advancing Infrastructure

RapidDeploy

Geocortex®

vueworks


MAY 2020 | LOS ANGELES, CA US
ABOUT US
Founded in 2007, Nearmap is a leading aerial imagery and geospatial technology provider, delivering content at scale and covering large urban areas throughout Australia, the United States, New Zealand, and Canada.
Nearmap is one of Fast Company's 10 Most Innovative Companies of 2020 and a Sydney-headquartered technology pioneer listed on the ASX 200. Nearmap combines patented plane-mounted camera systems, a world-class survey operations capability, and an automated photogrammetry pipeline to provide imagery within days of capture. Nearmap provides quality at scale, covering large urban areas to empower businesses to perform virtual site visits and make critical business decisions without leaving the office.
nearmap
www.nearmap.com

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached Essential Assurance Agreement with Norcom for the repairs and maintenance of the City's Mitel desk phones for an annual cost of $5,648.00 up front payment for a 12 month contract commencing November 23, 2021.

NORCOM
Trusted Solution Advisor

NOVEMBER 23, 2021 **NORCOM ESSENTIAL ASSURANCE AGREEMENT**

This agreement is made as of November 23, 2021 between Norcom Solutions, 220 White Plains Road Suite 325, Tarrytown, NY 10591 ("Norcom") and The City of Middletown ("Customer"):

1. Service Plan.

Customer owns a Mitel Telephony Solution (the "System(s)") and orders from Norcom Assurance for the System(s) pursuant to the Service Plan described in this Agreement, with the parts listed as Schedule's. Norcom agrees to furnish such requested service for the System(s). The System(s) locations (the "Premises") are described below. Customer warrants that it is the owner of the System or that it has the authorization of the System(s) owner to enter into this agreement.

Billing Address:
City of Middletown
16 James St
Middletown, NY 10940
Contact: George Weissner
Phone: 845-346-1413
Email: GWeissner@cherryroad.com

Service Address
City of Middletown
All Locations,
As Noted on Schedule A
Contact: George Weissner
Phone: 845-346-1413
Email: GWeissner@cherryroad.com

2. Term.

A. The term of this Agreement shall be for 12-month agreement commencing November 23, 2021 (the "Commencement Date"). At the end of the Initial Term, this Agreement shall be automatically renewed in successive annual renewal periods at Norcom's then current charge for maintenance, unless Customer notifies Norcom in writing at least thirty (30) days before the end of the renewal term that it does not accept such renewal for the following year. The annual charge for Maintenance plus applicable taxes shall be paid in accordance with the terms of this agreement. Norcom shall advise Customer of renewal charge sixty (60) days prior to the end of each annual term hereunder.

B. This initial term includes a block of **10 hours** applicable to repair and moves, adds and changes as desired, based on Norcom's current discounted labor rates. This block of time shall be automatically renewed upon the expiration of hours, independent and exclusive of the annual term agreement coverage relative to the equipment. Hours not used may be carried forward as long as a valid equipment maintenance contract is in effect. Payment terms defined above apply.

3. Service Fee.

A. Customer agrees to pay a plan service fee of **$5,648.00** to be paid in advance for maintenance of the System, plus all applicable taxes when due. Customer will Provide Evidence of its exempt status if it claims such status. Service Fees received more than thirty (30) days after the billing are subject to a late payment charge of two percent (2%) for each thirty (30) day period that they remain unpaid. The annexed Schedules reflects the amendment as to when the maintenance service on the equipment will begin.

B. After the initial term, equipment coverage as represented above in (2. Term A.) will be renewed at a subsequent annual service plan fee of $4,398.00, subject to adjustment based on equipment changes that alter the Schedules, Mitel Software Assurance rates and/or at NORCOM's then current charge for equipment coverage. The equipment portion remains in full force and effect as long as a minimum of ten hours or more are available on the block of time portion of the contract.

4. Limitation of Liability.

A. IN NO EVENT SHALL NORCOM AND ITS SUPPLIES OR SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, COMMERCIAL LOSS OF BUSINESS OR PROFITS, OR ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER NORCOM OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

B. Norcom shall assume the liability for any physical damage it causes to the System. This liability is limited to repair of the System or if the component cannot be repaired, replacement with a comparable System or component, and is otherwise limited as set forth in the preceding section.

C. THIS AGREEMENT EXCLUDES ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF THE MERCHANTABILITY AND THE FITNESS FOR A PARTICULAR PURPOSE. NORCOM DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

D. Each party shall indemnify the other only with respect to any third party claim alleging bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the negligence of the indemnifying party, provided that such claim is reported promptly in writing to the indemnifying party.

5. Service Obligations.

A. Norcom shall respond to System failures, either on-site or remotely, as necessary. Norcom will respond within one (1) hour, 7 Days a week, via a phone call to Customer or their designated representative to establish time frames to begin troubleshooting any system that is more than 50% out of service, or the Auto Attendant that is primed to answer all incoming calls is down, or the main answering position is out of service. If problem cannot be resolved remotely, technicians will respond onsite within 4 hours of the call being placed unless other arrangements are made with the consent of the Customer. Any other service problem will be considered a non-emergency and will be handled Monday through Friday 8 AM to 5 PM in the following manner unless there is an arrangement made between the Customer and Norcom. If a call is made after 5:00 PM on a given day, the call may be responded to the next business day or before 12:00 PM the following business day.

B. Maintenance service for hardware shall consist of furnishing all parts necessary to maintain the System in good operating condition because of Customer's normal use. Repair and replacement parts may be new or like new. After the commencement date if any equipment purchased from a third-party, this equipment will not be covered under this agreement. System batteries, headsets and any other consumable components are not inclusive. Essential is defined as Servers & Software as well as all Phones listed on the schedules A&B.

C. Core system software upgrades and releases will be applied to the system at no charge to the customer, except for the labor to install and program the respective release. All labor will be charged to the available block of time in connection with this contract.

D. Inspection of the equipment by Norcom will be conducted within twenty (20) business days to confirm working condition. In the event a defect or problem occurs prior to the ten-day inspection a charge may be incurred to remedy the problem. In the event, it is determined that defective equipment is present upon inspection, a charge may also be incurred to remedy the problem. Norcom reserves the right in this instance to declare the contract null and void.

E. Service problems determined to have originated by Telco will be charged in accordance with actual time spent and deducted from the current hourly block of time. Norcom may be retained to assist in the coordination and resolution of such problems.

6. Service Fee Adjustments.

Any Labor that adjusts the station or port count as well as upgrades, new peripheral devices and repairs needed to such covered equipment ("Modifications") will modify the Service Fee. All remote and onsite labor is furnished in consideration of the designated block of time represented in this agreement. Hours purchased by customer are applied to the following, (but not limited to) on site labor during and after hours, premise visit charges, remote maintenance and technical support, travel charges, labor associated with moves, adds and changes, and repairs. After any applicable service agreement expires for such Modifications, Customer will be charged $187.50 per hour during business hours (with rate adjustments for after hours and holidays) with a 2-hour minimum; a $125 premise visit, or the current prevailing rate, and becomes ineligible for remote support. Any Modifications performed by NORCOM will require a separate agreement such as the NORCOM Customer Service Order. NORCOM shall communicate in writing any modification in service fees/rates to the customer within 10 business days.

7. Access.

A. Customer agrees to permit and arrange full access to the Premises necessary for Norcom employees to perform the services set forth in this Agreement and will make available a reasonable amount of secure space for storage by Norcom of repair parts as necessary.

B. Customer represents and warrants that the Customer's Premises and conditions to be encountered by Norcom and in areas where work is to be performed shall: (I) be in compliance with all applicable federal, state, and local laws, rules and regulations, (ii) be safe and non-hazardous and (iii) not contain, present, or expose Norcom representatives to hazardous materials or hazardous substances. In the event of breach of the foregoing, in addition to all other remedies, Norcom may immediately suspend work until the Customers has promptly corrected such condition(s) at the Customers expense. In the event Customer cannot or does not correct such condition, it will be at Norcom's option as to whether to recommence performance or terminate this agreement. Any termination by Norcom in its reasonable business judgment because of its opinion that an unsafe environmental condition exists will not be deemed a breach of this Agreement or as default under it and no liability for such decision will attach.

8. Exclusions.

Maintenance service provided under this agreement excludes repairs or replacements caused by: (I) damage due to the System due to fire, explosion, power irregularities, power surges, acts of GOD (including, without limitation, earthquakes, rains, floods, or lightning), or any other cause not attributable to Norcom other than normal wear and tear in Norcom's reasonable business judgment; (ii) Customer's failure to follow applicable operation, maintena nce, or environmental requirements described in any of the manufacturer's manuals, Norcom Manuals, and other materials provided to Customer, including without limitation manufacturer's product bulletins; (iii) Customer's additions, alterations, modifications, enhancements or repairs to or disassembly of the System without Norcom's written consent; (iv) mishandling, abuse, misuses or damage to the System by the Customer or a third party; (v) relocation of the System without Norcom's written consent, such consent not to be unreasonable withheld; (vi) failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission providers. Norcom may, at its option, terminate its maintenance obligations or perform repairs necessitated by any excluded cause at the Customer's request at Norcom's prevailing rates.

9. Force Majeure.

Norcom's performance shall be adjusted or suspended by Norcom to the extent performance is beyond Norcom's reasonable control for reasons including, without limitation, the following: Strikes, work stoppages, fire, water, flood, lightning, governmental action, acts of GOD (including, without limitation, earthquakes, rains, floods, or lightning) or public enemy, delays of suppliers, subcontractors, power company, local exchange company, or other carrier.

10. Miscellaneous.

If a customer issues a purchase order for its own internal purposes, Customer agrees that only the terms and conditions of this agreement apply and that any term contained in any purchase order submitted to Norcom by the Customer which is in conflict with or in addition to this agreement shall be void. Norcom reserves the right to subcontract any and all of the work to be performed by it under this agreement. This agreement is not assignable by the customer without the prior written consent of Norcom. Any attempt to assign any of the rights, duties or obligations under this agreement without such consent will, at Norcom's option, be deemed void or a material default or accepted in Norcom's sole discretion. The waiver by either party of any default will not operate as a waiver of any subsequent default. Norcom's obligation is contingent upon a credit report satisfactory to Norcom. This agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, and constitutes the entire agreement between Norcom, and the Customer with respect to the service of the System. Any warranties or statements made by an employee, salesperson, or agent of Norcom and not expressed in this Agreement are not binding upon Norcom.

11. Terms and Execution.

This agreement includes the additional provisions stated in any attachment. This agreement binds Customer to pay the Service Fee when it is signed by Customer and binds Norcom when it is signed by Norcom and delivered to Customer. Agreement is in full force and effect upon full execution of Agreement and payment of Service Fee to Norcom. The Agreement allocates the risks of the System's operation between Norcom and the Customer. This allocation is recognized by both parties and is reflected in the Service Fees charged. The Customer acknowledges that it has read this agreement, has reviewed any and all documents referenced in it, and understands it, and is bound by its terms.

Norcom Solutions	**Customer: City of Middletown**
By:	**By:**
Name: Joseph A Denise	**Name:**
Title: President	**Title:**
Date:	**Date:**

NORCOM
Trusted Solution Advisor

NOVEMBER 23, 2021 **NORCOM ESSENTIAL ASSURANCE AGREEMENT**

Norcom Solutions *(Norcom)*

City of Middletown
16 James St
Middletown, NY 10940
(Customer)

SCHEDULE A

EQUIPMENT LIST:
HX Controller (2 GIG Flash)
Version 6.1.4.64
ARID: 28320699
Hardware ID: 1TC001613458
8 Port UVM
25 – Cat D IP Endpoint Licenses
29 - Cat E Digital Endpoint Licenses
1 - DEI
1 – Dual T1/PRI Module
2 - DDM-16
1- SLM-4
2- DEM-16
29 - 8528 Digital Phones
25 – 5330 IP Phones
2 - PKM
25 - LIM Modules

Middletown PD
HX Controller (2 GIG Flash)
Version 6.1.4.64
ARID: 9099123
Hardware ID: 1TC001613462
4 Port UVM
37 - Cat E Digital Endpoint Licenses
1 - DEI
1 – Dual T1/PRI Module
1 - DDM-16
2- LSM-4
2- DEM-16
37- 8528 Digital Phones
3 - PKM

LOCATIONS:
City Hall
16 James St
Middletown, NY 10940

Recreation & Parks (7-5330e IP Phones)
393 County Rd 78
Middletown, NY 10940

Mulberry House Senior Center (5-5330e IP Phones)
62-70 West Main St
Middletown, NY 10940

SCHEDULE A (CONTINUED)

DPW Garage (2-5330e IP Phones)
84 Monhagen Ave
Middletown, NY 10940

DPW Sewer Plant (3-5330e IP Phones)
159 Dolson Ave
Middletown, NY 10940

DPW Water Garage (1-5330e IP Phone)
Next to 84 Monhagen Ave
Middletown, NY 10940

Assurance Start Date: November 23, 2021

Norcom Solutions	Customer: City of Middletown
By:	By:
Name: Joseph A Denise	Name:
Title: President	Title:
Date:	Date:

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve the attached annual renewal agreement with PERMA for their 3rd party administration services and authorize the Mayor to sign the agreement. Terms and conditions are the same as prior years.

Public Employer Risk Management Association, Inc. (PERMA)

Program Agreement for Third Party Administration Services

THIS AGREEMENT dated as of _______________ entered into by and between the Public Employer Risk Management Association, Inc. ("PERMA"), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and **City of Middletown, a city, having its principal place of business at 16 James Street, Middletown, NY, 10940** (the "Member"), for administrative services to be provided by PERMA or Northeast Association Management, Inc. ("NEAMI") in connection with the Member's obligation to provide workers' compensation benefits for and to its employees.

1. **Purpose.** The Member desires to engage PERMA to provide Worker's Compensation Law claims administration services for certain "tail claims" that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. **Definitions.** For purposes of this agreement, the following terms will have the meanings indicated:

   a. "**Allocated Loss Adjustment Expenses**" means all costs and expenses PERMA and NEAMI incur that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers' Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys' fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjustor fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.

   b. "**Benefit Payments**" means payments that are required by the Workers' Compensation Law and the rules, regulations and decisions of the Workers' Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.

   c. "**Electronic Data Interchange or EDI**" means the Worker's Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers' Compensation Board, or such other electronic data interchange as may be adopted by the Workers' Compensation Board.

   d. "**Tail Claim**" means existing indemnity and medical worker's compensation claims and all Worker's Compensation Board awards against the Member that arose prior to **March 15, 2008** that the Member has assigned to PERMA to administer.

3. **Term.** This agreement will be effective on **1/1/2022** and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. **PERMA's obligations.** During the term of this Agreement, PERMA, either itself or through a contract between PERMA and NEAMI, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

a. Process claims and disburse Benefit Payments within the timeframe required by the Worker's Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;

b. Contract with WellComp/CareWorks or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;

c. Cause all required workers' compensation forms to be prepared and filed;

d. Contact the injured employee or employees, as appropriate;

e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;

f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;

g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;

h. Attend, through a representative of PERMA or NEAMI, or an attorney retained by PERMA or NEAMI, all compensation hearings;

i. Promptly advise the Member of Worker's Compensation Board decisions related to each claim;

j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;

k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member's decision once made;

l. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and

m. Pay all claims by check identifying the Member as the insurer.

5. **The Member's obligations.** The Member will:

a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.

i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decreases the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member's future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.

c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member's sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member's account.

d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member's funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.

e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.

6. **Member Compliance with Worker's Compensation Law**. This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers' compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.

7. **Indemnification**. PERMA assumes no liability for any obligation of the Member under the Workers' Compensation Law or any decision of the Workers' Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys' fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by NEAMI's gross negligence or willful misconduct.

8. **Termination.** Either party may terminate this agreement on 30 days' notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. NEAMI will promptly return all unexpended funds that the Member has deposited with NEAMI. The Member's obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. **Notices.** Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

Attn: Kelly Ann Kelly

Fax: 845-343-1101

Email: kkelly@middletown-ny.com

Phone: 845-346-4153

If to PERMA:

Attn: Jerry Faiella

Fax: 1-877-737-6232

Email: memberservices@perma.org

Phone: 518-220-1111

10. **Not a contract of insurance.** This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers' compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims' administrator with respect to the Tail Claims, and not as an insurer with respect to those or to any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.

11. **Applicable law and forum.** This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. **Force majeure.** PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. **Third parties.** This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. **Amendments.** This agreement may not be modified or amended except in a written document signed by both parties.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. **Entire agreement; waiver.** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. **No waiver.** No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. **Counterparts.** This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

IN WITNESS WHEREOF, PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: ______________________________
Jerry Faiella, Interim Executive Director

City of Middletown

By: ______________________________
Name and Title

Schedule A

Fees

Indemnity Tail Claims .... **$0** per year per claim

Medical Tail Claims .... **$0** per year per claim

Schedule B

Managed Care Fees

Medical Bill Review and PPO Network Charges $8.50 per bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

Enhanced Medical Bill Review 25% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condit edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

PPO Network 25% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

Out of Network Negotiations 25% Savings

WellComp/CareWorks may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

Mandatory CMS MMSEA Reporting $8.75 per transaction

Claims Indexing Bureau Fee $9.50 per claim

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $9,120.00 to fund contract for Telephone Maintenance and to fund Tax Expense for properties not included in 2021 Budget in the following manner:

FROM	AMOUNT	TO
A.1900.910 Liability Insurance	$3,400	A.1900.481 Telephone Exp
F.1900.910 Liability Insurance	$1,150	F.1900.481 Telephone Exp
G.1900.910 Liability Insurance	$1,150	G.1900.481 Telephone Exp

FROM	AMOUNT	TO
F.1900.910 Liability Insurance	$3,420.85	F.1900.950 Taxes on City Property

DEPARTMENT OF FINANCE
City Of Middletown

Kelly A. Kelly
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

November 24, 2021

To: The Board of Estimate

From: Kelly Ann Kelly, Treasurer

I am requesting the following budget transfers:

FROM	AMOUNT	TO
A.1900.910	$3,400	A.1900.481
Liability Insurance		Telephone Exp
F.1900.910	$1,150	F.1900.481
Liability Insurance		Telephone Exp
G.1900.910	$1,150	G.1900.481
Liability Insurance		Telephone Exp

To fund the above contract for Telephone Maintenance

FROM	AMOUNT	TO
F.1900.910	$3,420.85	F.1900.950
Liability Insurance		Taxes on City Property

To fund Tax Expense for properties not included in 2021 Budget

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $17,032.00 within the Police Department 2021 budget in the following manner:

FROM	**AMOUNT**	**TO**
A.3120.410 Uniform Allowance	$5,000	A.3120.480 Office Expense

For the purchase of new dispatcher chairs that are in disrepair.

A.3120.110 Part-time Officers	$2,982	A.3120.200 Other Equipment

For the purchase of 2 new G5 AED machines to replace 2 units that are in disrepair.

A.3120.410 Uniform Allowance	$50	A.3120.454 Taxi Cab Permits

To cover the cost increase for 2021 taxi cab permits

A.3120.432 Background Investigation	$1,000	A.3120.431 Chemical Analysis

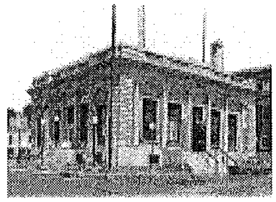
To cover physicals and drug testing costs for new hires

A.3120.410 Uniform Allowance	$7,000	A.3120.440 Camera Repairs

To cover the replacement for upgrades and repairs of the cell camera system, replacement of the antenna for OCCC camera system, and install new remote door lock for booking area.

A.3120.410 Uniform Allowance	$1,000	A.3120.433 Training

JOHN EWANCIW
CHIEF OF POLICE



TELEPHONE
845-343-3151
FAX NUMBER
845-343-2660

CITY OF MIDDLETOWN POLICE DEPARTMENT

2 JAMES STREET
MIDDLETOWN, NEW YORK 10940
ESTABLISHED 1888

RECEIVED
NOV 29 2021
City Clerk
City of Middletown

November 24, 2021

Honorable Joseph DeStefano
Mayor-City of Middletown and
Board of Estimate and Apportionment
16 James Street
Middletown, NY 10940

Dear Mayor DeStefano and Members of the Board of Estimate,
I am requesting that the City of Middletown Common Council approve the following transfers within our 2021 budget lines:

From	Amount	To
A.3120.410 Uniform Allowance	$5,000.00	A.3120.480 Office Expense

For the purchase of new dispatcher chairs that are in disrepair.

From	Amount	To
A.3120.110 Part-time Officers	$2,982	A.3120.200 Other Equipment

For the purchase of 2 new G5 AED machines to replace 2 units that are in disrepair.

From	Amount	To
A.3120.410 Uniform Allowance	$50	A.3120.454 Taxi Cab Permits

To cover the cost increase for 2021 taxi cab permits

From	Amount	To
A.3120.432 Background Investigation	$1,000	A.3120.431 Chemical Analysis

To cover physicals and drug testing costs for new hires

From	Amount	To
A.3120.410 Uniform Allowance	$7,000	A.3120.440 Camera Repairs

To cover the replacement for upgrades and repairs of the cell camera system, replacement of the antenna for OCCC camera system, and install new remote door lock for booking area.

From	Amount	To
A.3120.410 Uniform Allowance	$1,000	A.3120.433 Training

To cover the cost of the deposit for two trainings in 2022.

Very truly yours,

John Ewanciw
Chief of Police

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $6,500.00 within the 2021 Fire Department 2021 budget to fund fire reporting software, Toshiba expenses & background checks and re-class to overtime account in the following manner:

FROM	**AMOUNT**	**TO**
A.3410.206 AFFF Foam	$1,500.	A.3410.400 Contractual Expenses
A.3410.106 Overtime-Fire Inspector	$5,000.	A.3410.103 Overtime

81 East Main St.
Middletown, NY 10940

Middletown Fire Department
www.middletownfiredept.com

845-344-5003
845-344-5031 Fax

RECEIVED
NOV 30 2021
City Clerk
City of Middletown

November 29, 2021

Board of Estimate
City of Middletown
16 James Street
Middletown, NY 10940

The Fire Department respectfully requests the Board of Estimate recommend and the Common Council approve a resolution to transfer the following monies WITHIN the 2021 Fire Department Operating Budget:

From:		To:
A.3410.206 AFFF Foam	$1,500.	A.3410.400 Contractual Expenses

To cover fire reporting software, Toshiba expenses & background checks.

A.3410.106 Overtime-Fire Inspector	$5,000.	A.3410.103 Overtime

To reclass to Overtime account.

Sincerely,

Nick Barber
Fire Chief

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, at the recommendation of the Mayor, Public Works Commissioner and Treasurer, the Common Council wishes to provide specific methodology to consistently calculate water/sewer hook-up fees for new construction and for change of use of existing buildings.

NOW, therefore, be it RESOLVED AND ORDAINED by the Common Council of the City of Middletown as follows:

Section 1. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.52, Connection charge for residential uses, is hereby amended to read as follows:

A. Construction inside the City. For each new residential building constructed in the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit; in any dwelling unit where there are more than 12 fixtures, an additional charge of $10 per fixture shall be added. For each new mixed-use building constructed in the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit; this charge shall be additional to the hookup charge assessed for the non-residential portion of the building.

B. Construction outside the City. For each new residential building constructed outside the City of Middletown which is permitted to receive City sewer and/or water service, there shall be a minimum water and sewer hookup charge of $2,300 per dwelling unit, and the Common Council shall have the discretion to charge a higher fee; in any dwelling unit where there are more than 12 fixtures, an additional charge of $10 per fixture shall be added. For each new mixed-use building constructed outside the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit, and this charge shall be additional to the hookup charge assessed for the non-residential portion of the building; the Common Council shall have the discretion to charge a higher hookup fee.

C. An addition of 10 or more dwelling units in a residential or mixed-use building shall require a hookup charge to be calculated and assessed as described in Subsections A and B, above.

Section 2. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.53, Connection charge for non-residential users, is hereby amended to read as follows:

A. For all non-residential new construction inside or outside the City, the hookup charge shall be based upon the estimated consumption of water and sewer services as compared with the average water and sewer consumption of an individual dwelling unit; the average residential unit consumption is 146,000 gallons per year (400 gallons per day multiplied by 365 days). This estimate and charge shall be determined by the Treasurer and the Commissioner of Public Works, and shall be proportionately based upon a hookup charge of $2,300 per individual unit, except that this unit figure shall be $2,000 for out-of-City construction, subtracting the $300 park contribution in recognition of the out-of-City non-residential usage. Thus, by way of example, new non-residential construction inside the City that is estimated to consume 292,000 gallons per year shall be charged a hookup fee of $4,600. New non-residential construction outside the City that is estimated to consume 292,000 gallons per year shall be charged a hookup fee of $4,000.00. For non-residential construction inside or outside the City, the Common Council shall have the discretion to charge a lower or higher hookup fee. However, in no event shall a hookup fee be charged in excess of $500,000.00.

B. The hookup fee assessed in Subsection A shall be subject to a 3-year lookback review process. This process shall occur only if the property owner or the City requests such a lookback prior to the end of the 3-year period after connection. This process shall be performed by the Treasurer and Commissioner of Public Works. The average annual water consumption for the 3 years after connection shall be obtained. If this average exceeds the estimated consumption initially calculated by the City, the initial hookup fee shall be increased proportionately. If this average is less than the estimated consumption, the initial hookup fee shall be reduced proportionately, except that in no event may the hookup fee be reduced less than $2,300 for in-City construction and $2,000 for out-of-City construction.

C. A change of use in a non-residential building that results in an increase in consumption in water usage of more than 730,000 gallons in a calendar year shall require a hookup charge to be calculated and assessed as described in Subsections A and B, above.

Section 3. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.55,[1] Issuance of building permit, is hereby amended to read as follows:

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1 Section 193.54 is intentionally left blank.

No certificate of occupancy shall be issued and no connection to the City water/sewer system shall be implemented until the hookup charge provided in Section 193.52 or Section 193.53 has been paid to the Treasurer.

Section 4. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.56, Use of moneys received, is hereby amended to read as follows:

The moneys received as a result of the hookup charge shall be proportionally used as follows:

A. Two thousand dollars of the moneys received shall be used to offset prior water and sewer capital improvements and shall be deposited in the City's reserve for bonded debt fund.

B. Three hundred dollars of the moneys received shall be used to offset prior recreational capital improvements and shall be deposited in the City's reserve for bonded debt fund, except that this Subsection shall not apply to nonresidential uses outside of the City.

Section 5. This ordinance shall take effect immediately.

RECEIVED

NOV 2 9 2021

City Clerk
City of Middletown

RESOLUTION

WHEREAS, at the recommendation of the Mayor, Public Works Commissioner, and Treasurer, the Common Council wishes to provide specific methodology to consistently calculate water/sewer hook-up fees for new construction and for change of use of existing buildings.

NOW, therefore, be it RESOLVED AND ORDAINED by the Common Council of the City of Middletown as follows:

Section 1. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.52, Connection charge for residential uses, is hereby amended to read as follows:

A. Construction inside the City. For each new residential building constructed in the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit; in any dwelling unit where there are more than 12 fixtures, an additional charge of $10 per fixture shall be added. For each new mixed-use building constructed in the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit; this charge shall be additional to the hookup charge assessed for the non-residential portion of the building.

B. Construction outside the City. For each new residential building constructed outside the City of Middletown which is permitted to receive City sewer and/or water service, there shall be a minimum water and sewer hookup charge of $2,300 per dwelling unit, and the Common Council shall have the discretion to charge a higher fee; in any dwelling unit where there are more than 12 fixtures, an additional charge of $10 per fixture shall be added. For each new mixed-use building constructed outside the City of Middletown, there shall be a water, sewer and recreational hookup charge of $2,300 per dwelling unit, and this charge shall be additional to the hookup charge assessed for the non-residential portion of the building; the Common Council shall have the discretion to charge a higher hookup fee.

C. An addition of 10 or more dwelling units in a residential or mixed-use building shall require a hookup charge to be calculated and assessed as described in Subsections A and B, above.

Section 2. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.53, Connection charge for non-residential users, is hereby amended to read as follows:

A. For all non-residential new construction inside or outside the City, the hookup charge shall be based upon the estimated consumption of water and sewer services as compared with the average water and sewer consumption of an individual dwelling unit; the average residential unit consumption is 146,000 gallons per year (400 gallons per day multiplied by 365 days). This estimate and charge shall be determined by the Treasurer and the Commissioner of Public Works, and shall be proportionately based upon a hookup charge of $2,300 per individual unit, except that this unit figure shall be $2,000 for out-of-City construction, subtracting the $300 park contribution in recognition of the out-of-City non-residential usage. Thus, by way of example, new non-residential construction inside the City that is estimated to consume 292,000 gallons per year shall be charged a hookup fee of $4,600. New non-residential construction outside the City that is estimated to consume 292,000 gallons per year shall be charged a hookup fee of $4,000.00. For non-residential construction inside or outside the City, the Common Council shall have the discretion to charge a lower or higher hookup fee. However, in no event shall a hookup fee be charged in excess of $500,000.00.

B. The hookup fee assessed in Subsection A shall be subject to a 3-year lookback review process. This process shall occur only if the property owner or the City requests such a lookback prior to the end of the 3-year period after connection. This process shall be performed by the Treasurer and Commissioner of Public Works. The average annual water consumption for the 3 years after connection shall be obtained. If this average exceeds the estimated consumption initially calculated by the City, the initial hookup fee shall be increased proportionately. If this average is less than the estimated consumption, the initial hookup fee shall be reduced proportionately, except that in no event may the hookup fee be reduced less than $2,300 for in-City construction and $2,000 for out-of-City construction.

C. A change of use in a non-residential building that results in an increase in consumption in water usage of more than 730,000 gallons in a calendar year shall require a hookup charge to be calculated and assessed as described in Subsections A and B, above.

Section 3. Chapter 193 of the Code of the City of Middletown, Building Construction, Article XIII, Development Charge, Section 193.55,[1] Issuance of building permit, is hereby amended to read as follows:

No certificate of occupancy shall be issued and no connection to the City water/sewer system shall be implemented until the hookup charge provided in Section 193.52 or Section 193.53 has been paid to the Treasurer.

Section 4. Chapter 193 of the Code of the City of Middletown, Building Construction,

[1] Section 193.54 is intentionally left blank.

Article XIII, Development Charge, Section 193.56, Use of moneys received, is hereby amended to read as follows:

The moneys received as a result of the hookup charge shall be proportionally used as follows:

A. Two thousand dollars of the moneys received shall be used to offset prior water and sewer capital improvements and shall be deposited in the City's reserve for bonded debt fund.

B. Three hundred dollars of the moneys received shall be used to offset prior recreational capital improvements and shall be deposited in the City's reserve for bonded debt fund, except that this Subsection shall not apply to nonresidential uses outside of the City.

<u>Section 5</u>. This ordinance shall take effect immediately.

John Naumchik

From: asmith22@hvc.rr.com
Sent: Saturday, November 27, 2021 8:15 AM
To: John Naumchik
Cc: 'Joseph DeStefano'; Kelly Ann Kelly
Subject: Resolution - Hookup Fees

John,

This is the Resolution that goes with the Wawayanda Stipulation that the Council just approved. I don't think it needs to go into committee.

Kelly: This was before your time. Don Paris helped craft this Resolution. If you have any questions, just call me.

Alex

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

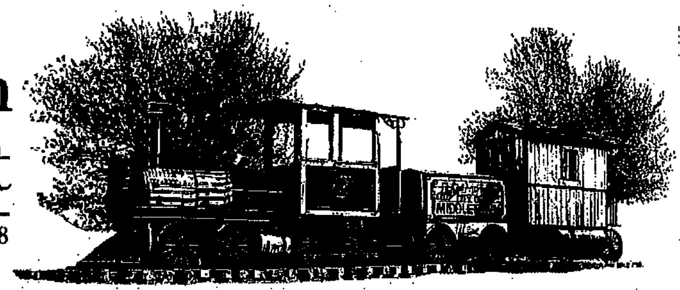
Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Mayor to sign the attached contract with the Tri-State Geese Police Contract to control the Geese Population in Watts Memorial Park, Maple Hill Park and Fancher Davidge Park and Davidge Park Expansion for 2022.

Middletown Recreation and Parks Department

393 CR-78, Middletown, New York 10940 Tel: (845)346-4180 Fax: (845)344-2918



Monday, November 29, 2021

Dear President Rodrigues & Council Members:

Our department's suggestion for Canadian Geese Control for 2022 is to continue with the Tri-State Geese Police. Tri-State Geese Police quote for 2022 is $350.00/week, which is the same as last year. Their work last year met expectations in reducing the goose population in our parks.

RESOLVED, that the Common Council of the City of Middletown, NY, does hereby authorize the Mayor to sign the Tri-State Geese Police Contract to control the Geese Population in Watts Memorial Park, Maple Hill Park and Fancher Davidge Park and Davidge Park Expansion.

Sincerely,

RECEIVED

NOV 29 2021

City Clerk
City of Middletown

Raelynn Bertholf, Superintendent of Recreation
Middletown Recreation & Parks Dept.

TRI-STATE

GEESE POLICE

Call Us To...*Get The FLOCK OUT!*

P.O. BOX 283, DINGMANS FERRY, PA 18328

PHONE: 877-GEESE 86 (433-7386) • FAX: 570-686-1503

October 9, 2021

Middletown Recreation and Parks Department
Attn: Raelynn Bertholf, Superintendent of Recreation
Address: 393 County Route 78, Middletown, NY 10940
Office: 845-346-4180
Fax: 845-344-2918
Email: raelynn@middletown-ny.com

Re: Agreement for Weekly Services at **Middletown Recreation and Parks Department**
Middletown, New York

Dear Raelynn:

Thank you for your interest in the services of Geese Police. Please sign the proposals and fax or mail one copy to us. Upon receipt of signed proposal, we will be able to begin services at your request.

Geese Police will provide environmentally safe Canada goose control with use of working border collies. Geese Police will visit your site several times a day during the initial two weeks of service. Geese Police will subsequently visit your site at least once a day or more as deemed necessary by Geese Police during any additional week of service. Geese Police visits to the site will occur at different periods of the day for seven (7) days a week.

FEES FOR SERVICE: Geese Police charges the following fees for the service:

**Fancher Davidge Park
**Davidge Park Extension
**Watts Park
**Maple Hill Dog Park

Weekly Price: **$ 350.00** /Per Week**
Billed directly to facility.

Price if sites are serviced simultaneously

Suggested Service Dates: February 21, 2022 – June 19, 2022 and August 15, 2022 – November 27, 2022 **(32 Weeks Total)**
Addling Fee: **$75.00**/ Per Nest Found and Treated
(We Addled 5 Nests in 2021. Budget for the same amount in 2022 $375.00.)

The additional weekly service will be billed as listed above provided that there is not a five (5) week lapse of service. Geese Police has determined that the conditioning of the Canada Geese will be lost if not subjected to the Border Collies for a period of five (5) weeks. If there is a lapse of five (5) weeks of service, Geese Police will conduct the initial two (2) week service and the client will be charged for that service. It will be the responsibility of the client to notify Geese Police when the services will begin and end for this as needed service contract. Geese Police will provide the service as required and it will be the responsibility of the client to notify Geese Police to end the service. Geese Police will assist the client in making these decisions to achieve the best Canada Goose control program.

ADDLING CHARGES: Geese Police recommends that all its clients register for the ***Resident Canada Goose Nest Egg Registration*** to obtain federal authorization for treating Canada goose nests and eggs on your property. This new regulation, that replaces the federal permit requirement, is necessary for addling of the Canada goose eggs on your property, which authorizes the control of local population of Canada Geese by freezing, shaking, puncturing or oiling of the eggs and immediately replacing the eggs to the nest. This procedure requires a "no-feeding" policy to be in effect at all times. The client will be responsible for registering with the US Fish & Wildlife Service. Geese Police will assist the client in this process. Geese Police will also supply the information required for the annual report due at the end of the season. Geese Police will give the client permission to name Geese Police as the ***agent/employee***. Geese Police will be named as ***agent/employee*** under the condition that Geese Police will be the only entity to handle the eggs and nests. If another company or your employees handles the eggs or nests, Geese Police will assess a penalty of $1,000.00 per occurrence. In addition to our weekly service charge, there will be an addling charge of **$75.00 per nest**.

Land owners and public land managers must be registered for the current breeding season to lawfully conduct these activities as is required since under 16 U.S.C. §707, any individual who takes, kills, attempts to take or pursues any migratory bird, nest or egg shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than $15,000.00 or be imprisoned not more than six (6) months or both.

SAFETY SUGGESTIONS: Geese Police strongly recommends not to use fishing string, wire or rope to grid lake surfaces. It creates a hazard for our dogs, as well as the geese, other birds and wildlife. It also increases your liability and creates maintenance hazards. Geese Police uses various techniques to persuade geese out of ponds and surrounding areas. It is not necessary to grid lake surfaces with the service provided by Geese Police. The Geese Police techniques are environmentally safe and approved by the State and the Federal Fish & Wildlife Services.

"NO FEEDING" SIGNS: Geese Police strongly suggests that "No Feeding the Water Fowl" signs be placed at your site. Please check with your local municipality to determine if there is an ordinance pertaining to the feeding of Canada Geese. If your municipality has such an ordinance, inquire about having the signs indicate the ordinance number. Geese Police is also available to make suggestions for newsletters and bulletin board notices.

NOTIFICATIONS: It is the client's responsibility to notify Geese Police at least twenty-four (24) hours prior to the application of any chemicals including but not limited to fertilizers, pesticides, herbicides, insecticides, fungicides and water treatments at the site. The chemicals can have an adverse effect on the Border Collies and handlers. Geese Police will not be at the site for a period of twenty-four (24) hours after the application. If the client fails to notify Geese Police of a chemical application at the site and a Border Collie or handler are adversely effected then the client will be responsible for all ensuing damages.

INDEMINITY: Geese Police is fully insured to conduct its service. Geese Police will indemnify and hold harmless the client for any damages that may result from the operation. Geese Police will furnish a copy of its insurance binder upon request.

PAYMENT: The client will pay the service fee for the initial two (2) week period prior to the start of the service at the site. The client will pay the additional weekly services upon receipt of the invoice. The client will be assessed an interest rate of one and half (1½ %) percent monthly or eighteen (18%) percent annual on any invoice that is thirty (30) days late. If Geese Police is required to initiate legal proceedings to collect unpaid amounts, the client will be responsible for all fees and costs incurred by Geese Police to collect said amounts.

If this Agreement is acceptable, please sign below and return this letter to our office.
Thank you for choosing Geese Police for your Canada Goose control.

Very truly yours,

Craig Neveras

Craig Neveras, Owner & President
Geese Police of the Tri-State Area

Middletown Recreation and Parks Department hereby agrees and accepts the aforementioned terms and conditions on this ____ day of ________, 2022.

Middletown Recreation and Parks Department

____
Signature of Authorized Agent

____
Print Name/Title

Tri-state

GEESE POLICE

Call Us To...**Get The *FLOCK OUT*!**

P.O. Box 283, Dingmans Ferry, PA 18328

Phone: 877-geese 86 (433-7386) • FAX: 570-686-1503

October 9, 2021

Dear Raelynn,

I have attached a proposal for our Canada Goose Control Program for 2022. The proposal is for a weekly as needed program. We provide Goose control 1-2 times per day or more if necessary seven days a week. To best serve you for the year of Goose control, we feel this would be the best fit to provide the most value to the Parks.

We *suggest* service from **February 21, 2022- June 19, 2022 (17 Weeks)**. This would cover the most important time of the year, (Nesting Season). The weeks could possibly be adjusted for the weather. If it's cold and everything is frozen or snow covered we could start at a later date. We can decide as we go and work together to see when the geese are starting to become abundant, but please **start no later than March 15, 2022** to ensure a successful nesting season. The geese molt, (lose ability to fly), around June 15 every year. However when dealing with nature nothing is 100%. So we can always adjust the end of spring as well and the beginning of fall, more or less as needed.

We can get started on **August 15, 2022 – November 27, 2022 (15 Weeks)** for the fall season. This is when the geese begin to fly again, forage for food and pond hop. This can also be adjusted to best fit your needs.

(There will be no additional fee for the Davidge Park Fields Extension when completed.)

17 weeks Spring, 15 weeks in Fall= 32 Weeks Total @ $350.00/ per week

$75.00/ per nest addling fee. (Budget for 5 Nests in 2022)

Thank you for the opportunity to serve you!

Sincerely,

Craig Neveras, Owner Tri-State Geese Police

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $7,900.00 within the DPW 2021 budget for unexpected costs in the following manner:

FROM	AMOUNT	TO
F.8330.458 Chemicals	$2,000.00	F.8330.404 Lab Services
A.1490.479 Equipment Rental	$900.00	A.1620.200 Other Equipment
A.5110.100 Personal Services	$5,000.00	A.5110.450 Materials & Supplies

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: November 29, 2021
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Kelly Ann Kelly-Treasurer
John Naumchik, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

Requested Transfers

1. Transfer is needed to cover Lab Cost for the remainder of the year due to unexpected testing required at the Water Treatment Plant. Balance of account is currently at $726.50 for remainder of the year.
2. Transfer is needed for unexpected replacement of the dishwasher in the Central Firehouse. Balance of account is currently at -$599.00 for the remainder of the year.
3. Transfer is needed to cover unexpected Asphalt purchases for the Street Department. Balance of account is at $0 for the remainder of the year.

A transfer of funds is necessary as follows:

	FROM	AMOUNT	TO
1.	F.8330.458 Chemicals	$2,000.00	F.8330.404 Lab Services
2.	A.1490.479 Equipment Rental	$900.00	A.1620.200 Other Equipment
3.	A.5110.100 Personal Services	$5,000.00	A.5110.450 Materials & Supplies

Thank you.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $18,100.00 within the DPW 2021 budget to cover fuel costs for City vehicles for the remainder of the year due to rising prices in the following manner:

FROM	AMOUNT	TO
A.8160.100 Pers. Svcs. - Sanit.	$13,400.00	A.8160.417 Gas and Oil - Sanit.
F.8320.100 Pers. Svcs. - Pumping	$4,700.00	A.8160.417 Gas and Oil - Pumping

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
NOV 3 0 2021
City Clerk
City of Middletown

Date: November 29, 2021
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Kelly Ann Kelly, Treasurer
John Naumchik, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Transfer of Funds

I am requesting the following fund transfers to cover fuel costs for City vehicles for the remainder of the year due to rising prices. Over the last 10 months unleaded fuel prices have risen $0.94/gal and diesel prices have risen $0.85/gal.

FROM	AMOUNT	TO
A.8160.100 Pers. Svcs. - Sanit.	$13,400.00	A.8160.417 Gas and Oil - Sanit.
F.8320.100 Pers. Svcs. - Pumping	$4,700.00	A.8160.417 Gas and Oil - Pumping

Thank you.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $17,500.00 within the DPW 2021 budget due to:

- Necessary shift coverage due to cutting back on part time employee's hours worked, creating overtime at the plant.
- To cover WWTP employee leaving part time City employment at the WWTP and joining JCO to be able to work 40 hours per week and to minimize unbudgeted overtime created by the retirement of a WWTP employee.
- The increase of overtime at the WWTP, which increased the meal allowance account to be overdrawn.

In the following manner:

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer	$8,000.00	G.8130.103 Overtime - WWTP

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer Services	$9,000.00	G.8130.400 WWTP- Contractual

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer	$500.00	G.9000.896 Meal Allowance

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

NOV 3 0 2021

City Clerk
City of Middletown

Date: November 30, 2021
To: Honorable Members of the Board of Estimate
and Apportionment
Cc: Kelly Ann Kelly, Treasurer and John Naumchik, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Transfer of Funds

We are respectfully requesting a transfer of funds from the Personal Service line, G.8120.100, into the WWTP Overtime account, G.8130.103. This account was recently overdrawn, due to necessary shift coverage due to cutting back on part time employee's hours worked, creating overtime at the plant.

Also, we are respectfully requesting a transfer of funds from the Personal Service line G.8120.100, into the WWTP Contractual Service line G.8130.400. This transfer is to cover leaving part time City employment at the WWTP and joining JCO to be able to work 40 hours per week and to minimize unbudgeted overtime created by the retirement of

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer	$8,000.00	G.8130.103 Overtime - WWTP

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer Services	$9,000.00	G.8130.400 WWTP- Contractual

Due to the increase of overtime at the WWTP, the meal allowance account has also been overdrawn. We are respectfully requesting a transfer of funds from the Personal Service line G.8120.100, into the meal allowance line G.9000.896.

FROM	AMOUNT	TO
G.8120.100 Pers. Svcs. – Storm & Sanitary Sewer	$500.00	G.9000.896 Meal Allowance

Thank you.

JT/kg

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $25,000.00 within the DPW 2021 budget to cover necessary repairs to the carrier blade of Truck #16 in the following manner:

FROM	**AMOUNT**	**TO**
A.8160.100 Pers. Svcs. – Sanitation	$25,000.00	A.8160.440 Sanitation- Repairs to Equipment

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED
NOV 30 2021
City Clerk
City of Middletown

Date: November 30, 2021
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Kelly Ann Kelly, Treasurer and John Naumchik, City Clerk
From: Jacob Tawil, Commissioner of Public Works
Re: Transfer of Funds

We are respectfully requesting a transfer of funds from the Personal Service account, A.8160.100, into the Sanitation Repairs to Equipment account, A.8160.440. This transfer is needed to cover necessary repairs to the carrier blade of Truck #16. This truck/packer will be used as a backup truck for the Downtown garbage pickup until new regulations are set in place. Then it will be used for yard waste pickup and as a general backup packer.

FROM	AMOUNT	TO
A.8160.100 Pers. Svcs. – Sanitation	$25,000.00	A.8160.440 Sanitation- Repairs to Equipment

Thank you.

JT/kg

SANITATION EQUIPMENT CORPORATION

80 FURLER STREET
TOTOWA, NJ 07512
Phone- (973) 837-8915
Fax - (973) 837-8919

Estimate

DATE	ESTIMATE #
10/20/2021	9527

CUSTOMER INFORMATION

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
16 JAME STREET, RM21
MIDDLETOWN, NY 10940

P.O. #	TERMS
	NET 30

ITEM	DESCRIPTION	QUANTITY	COST	Total
	UNIT # 16 UNIT SER # RL08109AVG VIN # AM008891 MILEAGE 74001.9 TAG # NY AL6923 ESTIMATE IS FOR THE REPLACEMENT OF CARRIER PANEL, REMOVE DAMAGED CYLINDERS AND REPLACE, CUT OUT DAMAGED DRIVERS SIDE ROLLER CHANNEL WELD IN NEW CHANNEL INSTALL TRACK BARS ON CHANNEL. REPLACE DAMAGED HOSES. PM HYDRAULIC SYSTEM BY REPLACING FILTER AND OIL ON SYSTEM. REINSTALLING ALL COMPONENTS REMOVED FOR REPAIR AND SET TO LEACH SPECIFICATIONS. ANY FURTHER ISSUES WILL CONTACT CUSTOMER PRIOR TO WORK COMMENCING			
	emailed Ross rmastria@middletown-ny.com			

This is an estimate only, not a contract for service. This estimate is for completing the job as described above. It's based on our evalutation and does not include material price increase or additional labor and materials, which may require should unforeseen problems arise after the work has started. There is a $50.00 estimate charge for all work not completed. Signing estimate is a guarantee of payment and approval of job. 20% restocking charge for all returned parts or special order parts for signed estimates as per pricing on estimate. 3% PROCESSING FEE FOR ALL CREDIT CARD PURCHASES. PRICE IS FIRM FOR 30 DAYS.

Subtotal	$19,783.87
Sales Tax (0.0%)	$0.00
Total	**$19,783.87**

SIGN: ______________________________

PRINT NAME: ______________________________

DATE: ______________________________

SANITATION EQUIPMENT CORPORATION

Estimate

80 FURLER STREET
TOTOWA, NJ 07512
Phone- (973) 837-8915
Fax - (973) 837-8919

DATE	ESTIMATE #
10/20/2021	9527

CUSTOMER INFORMATION

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
16 JAME STREET, RM21
MIDDLETOWN, NY 10940

P.O. #	TERMS
	NET 30

ITEM	DESCRIPTION	QUANTITY	COST	Total
400628-04##	CARRIER WELD'T	1	2,821.44	2,821.44
HYC00865-01##	CYL	2	1,544.29	3,088.58
100173##	WELDED BRASS BEARING ASSEMBLY REPLACES 405527	4	73.24	292.96
QUB14982##	THRU-BOLT 1-8 X 9 1/2 HEX	8	24.52	196.16
FF3860##	1 - 8 HEX NUT ZINC PLATE GRADE 8	8	3.88	31.04
41876##	1" SAE GRD 8 WASHER	20	2.91	58.20
L103921##	ROLLER ASSY	4	110.34	441.36
100013##	TRACK BAR-5/8" THICK- HARDEN STEEL	4	38.10	152.40
L100163##	SPACER REPLACES 2R-1799	4	9.04	36.16
100157##	CYL PIVOT--REPLACES 203062	2	203.32	406.64
100162##	SPLIT SLEEVE REPLACES 2R-1224	2	16.37	32.74
56 CLAMP##	# 56 CLAMP	2	3.50	7.00
100084##	LH TRACK CHANNEL REPLACES 400395	1	423.94	423.94
100112##	WIPER SOLID CARRIER WELD	1	394.19	394.19
100106##	CENTER PARTITION 3/16"	1	1,521.80	1,521.80
100161##	PACKER CYL. PIVOT PIN REPLACES 200787	2	32.51	65.02
100004##	PIN OPER CYL TAILGATE PIVOT REPLACED 204946	2	41.76	83.52
916A##	O-RING, SMALLER	8	0.40	3.20
920A##	O-RING	8	1.00	8.00
HYJ05230##	O-RING, FACE SEAL, #16	12	1.23	14.76
HYJ05235##	O-RING, FACE SEAL, #20	12	1.42	17.04
102007##	TUBE ASSY, PACKER CYLINDER	1	117.93	117.93
103004##	HOSE ASSY	1	359.41	359.41
103006##	HOSE REPLACES 708335	2	665.95	1,331.90
HYD OIL##	AW 32 BULK HYDRAULIC OIL PER GALLON	50	7.40	370.00
DISPOSAL FEE##	DISPOSAL FEE FOR WASTE OIL PER GALLON	50	1.60	80.00

Subtotal	
Sales Tax (0.0%)	
Total	

SIGN: ______________________

PRINT NAME: ______________________

DATE: ______________________

SANITATION EQUIPMENT CORPORATION

Estimate

80 FURLER STREET
TOTOWA, NJ 07512
Phone- (973) 837-8915
Fax - (973) 837-8919

DATE	ESTIMATE #
10/20/2021	**9527**

CUSTOMER INFORMATION
CITY OF MIDDLETOWN PURCHASING DEPARTMENT 16 JAME STREET, RM21 MIDDLETOWN, NY 10940

P.O. #	TERMS
	NET 30

ITEM	DESCRIPTION	QUANTITY	COST	Total
GREASE##	GREASE	4	4.25	17.00
MATERIAL CH...	MATERIAL CHARGE- FOR SUPPLIES USED ON JOB	2	48.22	96.44
HYF20085##	PARKER ELEMENT	1	90.85	90.85
HYF15580##	STRAINER TANK REPLACED 712723 ROW	1	105.38	105.38
HYS00565##	BRACKET,TUBING 3,125	2	22.77	45.54
96310##	BRACKET	2	55.79	111.58
100461##	LARGE STEP LH WELDMENT	1	509.15	509.15
96312##	BRACKET	2	77.27	154.54
ETR00300##	REFLECTIVE TAPE, RED/WHITE, BY THE FOOT	8	2.50	20.00
PAINT REPAIR	BODY REPAIR PAINTING	1	250.00	250.00
MISC-STEEL	MISC STEEL CHARGE	1	268.00	268.00
LABOR##	LABOR	48	120.00	5,760.00

Subtotal	
Sales Tax (0.0%)	
Total	

SIGN: ______________________________

PRINT NAME: ______________________________

DATE: ______________________________

SANITATION EQUIPMENT CORPORATION

Estimate

80 FURLER STREET
TOTOWA, NJ 07512
Phone- (973) 837-8915
Fax - (973) 837-8919

DATE	ESTIMATE #
10/20/2021	9528

CUSTOMER INFORMATION

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
16 JAME STREET, RM21
MIDDLETOWN, NY 10940

P.O. #	TERMS
	NET 30

ITEM	DESCRIPTION	QUANTITY	COST	Total
	UNIT # 16 UNIT SER # RL08109AVG VIN # AM008891 MILEAGE 74001.9 TAG # NY AL6923 ESTIMATE IS FOR THE REPAIR OF SWITCHES ON SPEED UP SYSTEM AND DRIVERS SIGNAL. FOUND CONTAINER LIFT BAR PIVOT IS DAMAGED AND REQUIRES TO BE REPAIRED AND OR REPLACED PIVOT ON TRUCK IS WORN AND ARMS ARE WORN AT PIVOT AND MISS LARGE AMOUNT OF MATERIAL ON PIVOT. RECOMMENDATION TO REPLACE DAMAGED ITEMS.			
	emailed Ross - rmastria@middletown-ny.com			

This is an estimate only, not a contract for service. This estimate is for completing the job as described above. It's based on our evalutation and does not include material price increase or additional labor and materials, which may require should unforeseen problems arise after the work has started. There is a $50.00 estimate charge for all work not completed. Signing estimate is a guarantee of payment and approval of job. 20% restocking charge for all returned parts or special order parts for signed estimates as per pricing on estimate. 3% PROCESSING FEE FOR ALL CREDIT CARD PURCHASES. PRICE IS FIRM FOR 30 DAYS.

Subtotal	$4,154.10
Sales Tax (0.0%)	$0.00
Total	**$4,154.10**

SIGN: ______________________

PRINT NAME: ______________________

DATE: ______________________

SANITATION EQUIPMENT CORPORATION

Estimate

80 FURLER STREET
TOTOWA, NJ 07512
Phone- (973) 837-8915
Fax - (973) 837-8919

DATE	ESTIMATE #
10/20/2021	9528

CUSTOMER INFORMATION

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
16 JAME STREET, RM21
MIDDLETOWN, NY 10940

P.O. #	TERMS
	NET 30

ITEM	DESCRIPTION	QUANTITY	COST	Total
151074##	REAR BACKUP ALARM	1	167.32	167.32
105053##	SWITCH- WITH CONNECTOR--SEALED REPLACES 707306	4	49.72	198.88
WIRE##	14 GA WIRE PER FOOT	6	3.00	18.00
18034-1##	HEAVY DUTY TIE WRAP	8	0.95	7.60
18034##	TIE WRAP	16	0.55	8.80
SHRINK WRAP##	SHRINK WRAP PER FOOT	1	8.45	8.45
MATERIAL CH...	MATERIAL CHARGE- FOR SUPPLIES USED ON JOB	1	34.67	34.67
ELT02800##	FEMALE TERMINAL 16-14	10	0.60	6.00
ELT02825##	WEATHER PACK MALE TERMINAL	10	1.83	18.30
ELC04125##	2 PIN CONNECTOR	4	1.95	7.80
ELC04471##	CONNECTOR MALE	4	2.89	11.56
101161##	WELDMT, PUSH BAR & ARMS	1	1,652.84	1,652.84
100726##	BEARING STRIP REPLACED15269	2	7.73	15.46
QUR01300##	1/2 MEDIUM LOCKWASHER ZINC PLATED	4	0.67	2.68
QUB04414##	BOLT 1/2 X 1-1/4 G8	4	1.15	4.60
QUR01912##	WASHER 1/2 GRD 8 SAE	4	1.17	4.68
100945##	UPPER PIVOT HCA	2	111.81	223.62
100393##	PIN, LIFT CYLINDER, ROD REPLACES PO-420	2	24.50	49.00
100391##	PIN RETAINER REPLACED PO-421	2	16.84	33.68
QUR01272##	RP 0.375 BB	2	0.08	0.16
LABOR##	LABOR	14	120.00	1,680.00

Subtotal	
Sales Tax (0.0%)	
Total	

SIGN: ____________________

PRINT NAME: ____________________

DATE: ____________________

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $13,000.00 within the DPW 2021 budget to cover the price increases for two Dodge Rams as per the attached memo in the following manner:

FROM	AMOUNT	TO
A.5110.100 Personal Services	$13,000.00	H.0747.201 Dodge Ram 3500

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

RECEIVED

NOV 30 2021

City Clerk
City of Middletown

Date:	November 30, 2021
To:	Honorable Members of the Board of Estimate and Apportionment
Cc:	Kelly Ann Kelly-Treasurer John Naumchik, City Clerk
From:	Jacob Tawil-Commissioner of Public Works
Re:	Transfer of Funds

Requested Transfers

1. Transfer is needed to cover the price increase for 2 Dodge Rams that were budgeted for on Resolution 138-21 for the Cap Ex Plan. County Bid has increased from $100,072 for 2021 models to a total of $112,893.00 for 2022 models. 2021 models are no longer available.

A transfer of funds is necessary as follows:

FROM	AMOUNT	TO
1. A.5110.100 Personal Services	$13,000.00	H.0747.201 Dodge Ram 3500

Thank you.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer a total of $58,451.11 within the 2021 City budget to cover expenses in the following manner:

FROM	AMOUNT	TO
A.9000.893 Disability Insurance	$35,000	A.9000.840 Worker's Compensation

To cover overage in Worker Compensation expense. Currently over by $22,543 with one month to go.

FROM	AMOUNT	TO
A.1900.964 Refund & Cancellation Tx	$23,343.14	A.1940.900 Purchase of Land

To cover cost associated with the purchase back of 47 Sproat Street from Bulk Tax Sale.

FROM	AMOUNT	TO
A.1420.210 Corp Counsel. Office Equip	$107.97	A.1420.479 Corp Counsel. Equipment Rental

DEPARTMENT OF FINANCE
City Of Middletown

Kelly A. Kelly
Treasurer

16 James Street
Middletown, NY 10940
Tel: (845) 346-4150
Fax: (845) 343-1101

RECEIVED
DEC 01 2021
City Clerk
City of Middletown

November 30, 2021

To: The Board of Estimate

From: Kelly Ann Kelly, Treasurer

I am requesting the following budget transfers:

FROM	AMOUNT	TO
A.9000.893 Disability Insurance	$35,000	A.9000.840 Worker's Compensation

To cover overage in Worker Compensation expense. Currently over by $22,543 with one month to go.

FROM	AMOUNT	TO
A.1900.964 Refund & Cancellation Tx	$23,343.14	A.1940.900 Purchase of Land

To cover cost associated with the purchase back of 47 Sproat Street from Bulk Tax Sale.

FROM	AMOUNT	TO
A.1420.210 Corp Counsel. Office Equip	$107.97	A.1420.479 Corp Counsel. Equipment Rental

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to approve funding for the O&W Building Restoration Project from ARPA funds in the amount of $3,000,000.

LET IT BE FURTHER RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to establish a capital project line, in the 2021 budget for the O&W Building Restoration Project and authorize the mayor to sign all documents for the project subject to review by the Commissioner of Public Works.

LET IT BE FURTHER RESOVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $3,000,000.00 from the ARPA funds in the following manner:

FROM	**AMOUNT**	**TO**
A.4785 ARPA	$3,000,000	H.0994.900 O & W Build Restoration

John Naumchik

From: Joseph DeStefano <mayordestefano@yahoo.com>
Sent: Wednesday, December 1, 2021 10:36 AM
To: Kelly Ann Kelly
Cc: John Naumchik; Alex Smith; Maria Bruni; Caitlin McNamara
Subject: ARPA

Kelly Ann,
Please place on the BOE agenda the following :
1. O & W Rehab project- Mayor requesting the approval and funding from ARPA funds in the amount of $3,000,000, establish a capital project line and authorize the mayor to sign all documents for the project subject to review by the Commissioner of Public Works.
2. Resolution committing up to $1,000,000 of city funds towards the O & W project. Funding can include in-kind services. This is a requirement of the NYS grants that we demonstrate our financial commitment. We can discuss with Maria / Caitlynn what form it needs to be in. They are copied on the request.

Thanks,
Joe

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment committing up to $1,000,000 of City of Middletown funds from the General Fund towards the O&W Building Restoration Project which can include in-kind services as per the requirement of the NYS grants that the City demonstrate financial commitment.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

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Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to authorize the Treasurer to transfer $20,000.00 within the 2021 DPW budget to construct two new proposed fence enclosures with gates for two new garbage/recycling depots downtown:

- One behind the Paramount Parking lot
- One at East Main St. parking lot

in the following manner:

FROM	AMOUNT	TO
A.8160.100 Personal Services	$20,000.00	A.1620.470 Repairs to Building

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: December 1, 2021
To: Honorable Members of the Board of Estimate and Apportionment
Cc: Kelly Ann Kelly-Treasurer
John Naumchik, City Clerk
From: Jacob Tawil-Commissioner of Public Works
Re: Transfer of Funds

RECEIVED
DEC 0 1 2021
City Clerk
City of Middletown

Requested Transfers

1. Transfer is needed in order to construct two new proposed fence enclosures with gates for two new garbage/recycling Depots downtown. One behind the Paramount Parking lot & one at West Main St. parking lot.

A transfer of funds is necessary as follows:

	FROM	AMOUNT	TO
1.	A.8160.100 Personal Services	$20,000.00	A.1620.470 Repairs to Building

Thank you.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

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Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment to award bids for the following surplus vehicles auctioned off through Auctions International:

2006 Ford E150 Van (VIN#1FTRE14W66HA94733) - $7,500.00

2000 Bobcat 863 Skid (VIN#514444690) - $12,100.00

2009 Ford F350 (VIN#1FDWF31509EA17865) - $9,600.00

1988 John Deere 510C Backhoe- $4,950.00

2008 Ford F350 (VIN#1FDW37R88EA18285) - $5,700.00

1996 John Deere 644G Front Loader (VIN#DW644GB558857) - $20,200.00

1997 Kawasaki Mule ATV - $1,350.00

Massey Ferguson- $2,250.00

Total $63,650.00

RECEIVED
DEC 01 2021
City Clerk
City of Middletown

Department of Public Works

Memorandum

To: Honorable Mayor DeStefano, Honorable Members of the Board of Estimate and Apportionment, Members of the Common Council

From: Jacob Tawil, P.E. Commissioner of Public Works

Date: December 1, 2021

Re: Resolution needed to award bids for surplus vehicles auctioned off through Auctions International

---

I respectfully request a resolution to award the following bids for surplus vehicles auctioned off through Auctions International:

2006 Ford E150 Van (VIN#1FTRE14W66HA94733) - $7,500.00

2000 Bobcat 863 Skid (VIN#514444690) - $12,100.00

2009 Ford F350 (VIN#1FDWF31509EA17865) - $9,600.00

1988 John Deere 510C Backhoe- $4,950.00

2008 Ford F350 (VIN#1FDW37R88EA18285) - $5,700.00

1996 John Deere 644G Front Loader (VIN#DW644GB558857) - $20,200.00

1997 Kawasaki Mule ATV - $1,350.00

Massey Ferguson- $2,250.00

Total $63,650.00

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

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Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Counncil of the City of Middletown amends the City Code, Chapter 460 Vechcles and Traffic, Section 460-11 Through streets; stop streets; yield intersections, subsection B Stop Streets to add:

Walnut Lane will be a three way stop at Amchir Ave

LET IT BE FURTHER RESOVED; that the Common Counncil of the City of Middletown authorizes the Commissioner of Public Works or his designe to add two stop signs on the east and west side of Walnut Lane.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

WHEREAS, the City of Middletown in December, 2014 issued a Request for Concepts/Qualifications for the purchase and development of 11-15 King Street, Middletown, New York, and

WHEREAS, two proposals were submitted, and

WHEREAS, the City of Middletown, in September, 2015, accepted the proposal from Jonathan Lee ("Purchaser") for the purchase and development of 11-15 King Street based upon specific terms and conditions which were memorialized by letter dated September 16, 2015, and

WHEREAS, the aforesaid terms and conditions included a timeline of obligations to be met, and

WHEREAS, certain litigation ensued regarding this property which delayed the implementation of the aforesaid timeline for purchase and development, and

WHEREAS, this litigation and delay were not in any way the fault of the Purchaser, and

WHEREAS, the Purchaser is still interested in and willing to implement the purchase and development of 11-15 King Street in accordance with the specifications set forth in the Request for Concepts/Qualifications, and

WHEREAS, the Corporation Counsel advises that adherence to the specifications contained in the original 2014 Request, coupled with the unavoidable delay occasioned by the litigation, eliminates the need to issue a new Request, and

WHEREAS, the Mayor and Community Development Director have prepared an updated timeline which specifies the terms and conditions for the purchase and development of 11-15 King Street, and

WHEREAS, this updated timeline is annexed hereto, and made a part hereof, and

WHEREAS, the Purchaser has indicated his consent to be bound by this timeline and the terms and conditions contained therein.

NOW THEREFORE BE IT RESOLVED that the Common Council hereby concurs with the Board of Estimate that the annexed timeline containing the terms and conditions for the purchase and development of 11-15 King Street is appropriate and is in the best interests of the City of Middletown, and it is further

RESOLVED, that the Council hereby approves the aforesaid timeline, including the terms and conditions set forth therein, and the sale of 11-15 King Street to the Purchaser in accordance therewith, and it is further

RESOLVED that the Mayor, subject to approval by the Corporation Counsel, is authorized to execute any documents necessary for the implementation of the timeline and purchase and development of 11-15 King Street.

CITY OF MIDDLETOWN
Office of Economic & Community Development

RECEIVED
DEC 01 2021
City Clerk
City of Middletown

December 1, 2021

City of Middletown
Board of Estimate
16 James Street
Middletown, New York 10940

RE: 11-15 King Street

Dear Members:

I am requesting to accept the modified proposal for the purchase of and development of 11-15 King Street by JZL, LLC. Modification was necessary due to extensive litigation involving the property that ensued delays and in no way attributed to the original proposer.

Also, requesting to authorize the Mayor to execute any documents necessary for the implementation of the timeline and purchase and development.

Attached you will find the Proposal Letter and resolution prepared by Corporation Counsel, Alex Smith.

Thank you for your attention to this matter.

Maria Bruni, Director
Economic & Community Development

MEMORANDUM

TO: MARIA BRUNI

FROM: ALEX SMITH

RE: 11-15 -KING STREET

DATE: JUNE 16, 2020

I have reviewed the proposal documents in this matter. Following the acceptance by the City of the proposal by Mr. Lee, there was extensive litigation involving the property. This litigation had nothing to do with Mr. Lee or his proposal, and the ensuing delay was in no way attributed to the proposal. The delay has had no apparent impact upon the qualifications or willingness of the proposer to consummate this transaction. I suggest that the Council resolution be implemented, but that the City and proposer modify the schedule of application, permit securing, financing, architectural designs and construction which was set forth in the Mayor's letter outlining the conditions of acceptance.

Joseph M. DeStefano
Mayor

Tel 845-346-4100
Fax 845-343-7439
mayor@middletown-ny.com

City of Middletown

16 James Street, Middletown, New York 10940
Established 1888

September 16, 2015

Mr. Jonathon Lee, President
Vision Property & Facilities, Inc.
11 Old Anvil Lane
Middletown, NY 10940

Re: 11-15 King Street, Middletown, New York

Dear Mr. Lee:

The City of Middletown is willing to accept your proposal dated January 30, 2015 for the purchase and development of 11-15 King Street, Middletown, New York based on the following terms and conditions:

1. The City will transfer the property to you for $1.00. It is expected that you will obtain one or more mortgage loans in connection with the redevelopment of the property, the total of which will be approximately $4,700,000.00, with private investment commitment of at least $900,000.00.
2. You agree to develop the property for the following projected uses: first floor restaurant and hotel and business entrances and receptions; second floor business center with optional guest suites; third and fourth floor business hotel suites (consisting of a public office and private bedroom in each suite); and use of the basement for storage, utilities and/or businesses. It is expected the hotel will contain 18 business hotel suites.
3. The development as described in paragraph 2 above and the conveyance of the property from the City will occur pursuant and subject to the following:
   a. Entry into a contract of sale with the City by on or about October 1, 2015.
   b. Closing to take place by December 31, 2015.
   c. Completion of the Planning Board review and approval process to obtain site plan and special use permit approval, and completion of the Architectural Review Board review and approval process by December 31, 2016. You will pay all reasonable and necessary fees associated with such approvals, including engineering review fees. If you do not meet this goal, you will pay the City $25,000.00.
   d. Securing of financing by December 31, 2016. If you do not meet this goal, you will pay the City $25,000.00.

e. Complete architectural designs by March 31, 2017. If you do not meet this goal, you will pay the City $20,000.00.
f. Secure all permits (building and otherwise) by May 31, 2017. If you do not meet this goal, you will pay the City $25,000.00.
g. Site preparation completed by July 31, 2017. If you do not meet this goal, you will pay the City $10,000.00.
h. Complete construction evidenced by issuance of a Certificate of Occupancy by December 31, 2018.

4. If the property is sold prior to the expiration of five years from the date of the conveyance from the City, the City will be paid $25,000.00 for each year or part of a year remaining of the initial five year period. The property (and your rights under this letter of intent and any subsequent contract of sale) may be transferred to an entity owned by the same principals as your existing company (to wit: Jonathon Lee, Jillian Ye and Dana Cheng).
5. You will work with the City of Middletown IDA and submit the appropriate application for IDA-sponsored tax benefits, if any, including sales and mortgage tax benefits and a PILOT agreement for the property providing for PILOT payments for fifteen years, to be resolved between you and the IDA. At all times, you will be required to pay special district assessments, such as the library district and business improvement district assessments, in full. You will pay all reasonable and necessary fees associated with the IDA application. If you fail to achieve the above development goals, then you will lose any IDA-related tax benefits, the PILOT agreement will be terminated and you will be required to pay all real property taxes based on 100% of the assessed value of the property.
6. The City will work with you to work out tenants' use of nearby municipal lots for overnight residential parking.
7. The City will work with you so you may apply for development funding through New York State.
8. The terms and conditions set forth above are subject to the approval of the Common Council of the City.

If the terms of this Letter of Intent are acceptable to you, please sign the bottom of this Letter of Intent indicating your agreement. If you do so, I will direct the Corporation Counsel to prepare the appropriate Contract of Sale for your review and approval.

Please let me know if you have any questions. I look forward to working with you to bring this project to a successful conclusion.

Very truly yours,

Joseph M. DeStefano, Mayor
City of Middletown

I have reviewed and understand this Letter of Intent and have had the opportunity to review it with an attorney. I agree with all the terms and conditions set forth in this Letter of Intent.

Dated: September _______, 2015

Vision Property & Facilities, Inc.

By: Jonathon Lee, President

Joseph M. DeStefano
Mayor

Tel 845-346-4100
Fax 845-343-7439
mayor@middletown-ny.com

City of Middletown
16 James Street, Middletown, New York 10940
Established 1888

December 1, 2021

Jonathon Lee
JZL, LLC
11 Carrie Lane
Middletown, New York 10940

Re: *11-15 King Street*

Dear Mr. Lee:

The City of Middletown is willing to accept your proposal for the purchase and development of 11-15 King Street, Middletown, New York, based upon the following terms and conditions:

1. The City will transfer the property to JZL, LLC for $1.00.

2. JZL will agree to develop the property as a hotel in accordance with the zoning classification and definition of such use in the DMU zoning district. The first floor must contain a lobby at least one-third the size of the available square footage on the first floor. The first floor cannot contain rooms which lodge patrons.

3. The development described in Paragraph 2, above, and the conveyance of the property from the City, will occur pursuant and subject to the following:

A. Execution of a Contract of Sale with the City by on or about December 31, 2021.

B. Closing to take place by on or about January 30, 2022.

C. Completion of the Planning Board review and approval process to obtain site plan and special use permit approvals, and completion of the Architectural Review Board review and approval process, by May 31, 2022. JZL shall pay all reasonable and necessary fees associated with such approvals, including engineering review fees. If JZL does not meet this goal, it must pay the City the sum of $25,000.00.

D. Securing of all financing needed to renovate and develop the property by March 1, 2023. If JZL does not meet this goal, it must pay the City the sum of $25,000.00.

E. Completion of all architectural designs by March 31, 2023. If JZL does not meet this goal, it must pay the City the sum of $25,000.00.

F. Secure all relevant permits (building and otherwise) by May 31, 2023. If JZL does not meet this goal, it must pay the City the sum of $25,000.00.

G. Completion of site preparation by July 31, 2023. If JZL does not meet this goal, it must pay the City the sum of $25,000.00.

H. Completion of construction evidenced by the issuance of a Certificate of Occupancy by December 31, 2024. The City, in the exercise of its discretion, may consent to two (2) one-year extensions of this deadline. Each extension, if granted, will require JZL to pay the City the sum of $50,000.00. If construction is not completed by December 31, 2026, the property will revert to ownership of the City.

I. JZL agrees that payment of all sums as required in the above subparagraphs will be guaranteed by entry of consented civil judgments or by other guarantees as agreed upon by the parties.

4. The property cannot be sold or assigned prior to the completion of construction without the express written consent of the City, unless such transfer is to an entity owned or its decisions are controlled by the same principal of JZL, viz., Jonathon Lee.

5. JZL may submit an appropriate application to the City of Middletown IDA for IDA-sponsored tax benefits, if available, including sales and mortgage tax benefits and a PILOT agreement for the property providing for PILOT payments for fifteen (15) years, to be resolved pursuant to IDA procedures and governing statutes and regulations. At all times, JZL will be required to pay special district assessments, such as the library district and business improvement district assessments, in full. JZL shall pay all reasonable and necessary fees associated with any IDA application. If JZL fails to achieve the development goals described in Paragraph 3, above, JZL will lose any IDA-related tax benefits, including termination of any PILOT agreement, and JZL will be required to pay all real property taxes based upon 100% of the assessed value of the property.

6. The City will work with JZL regarding use by hotel patrons and employees of nearby municipal lots for overnight parking.

7. The City will work with JZL so that it may apply for development funding through New York State.

8. The terms and conditions set forth above are subject to the approval of the Middletown Common Council.

If the terms of this Letter of Intent are acceptable, please sign the bottom of this Letter indicating your agreement. If you do so, the Corporation Counsel will prepare an appropriate Contract of Sale for your review and approval.

Please let me know if you have any questions.
I look forward to working with you to bring this project to a successful conclusion.

Very truly yours,

Joseph M. DeStefano, Mayor
City of Middletown

Jonathon Lee

JZL, LLC

Title: President

Date: 12/1/2021

RESOLUTION

WHEREAS, the City of Middletown in December, 2014 issued a Request for Concepts/Qualifications for the purchase and development of 11-15 King Street, Middletown, New York, and

WHEREAS, two proposals were submitted, and

WHEREAS, the City of Middletown, in September, 2015, accepted the proposal from Jonathan Lee ("Purchaser") for the purchase and development of 11-15 King Street based upon specific terms and conditions which were memorialized by letter dated September 16, 2015, and

WHEREAS, the aforesaid terms and conditions included a timeline of obligations to be met, and

WHEREAS, certain litigation ensued regarding this property which delayed the implementation of the aforesaid timeline for purchase and development, and

WHEREAS, this litigation and delay were not in any way the fault of the Purchaser, and

WHEREAS, the Purchaser is still interested in and willing to implement the purchase and development of 11-15 King Street in accordance with the specifications set forth in the Request for Concepts/Qualifications, and

WHEREAS, the Corporation Counsel advises that adherence to the specifications contained in the original 2014 Request, coupled with the unavoidable delay occasioned by the litigation, eliminates the need to issue a new Request, and

WHEREAS, the Mayor and Community Development Director have prepared an updated timeline which specifies the terms and conditions for the purchase and development of 11-15 King Street, and

WHEREAS, this updated timeline is annexed hereto, and made a part hereof, and

WHEREAS, the Purchaser has indicated his consent to be bound by this timeline and the terms and conditions contained therein.

NOW THEREFORE BE IT RESOLVED that the Common Council hereby concurs with the Board of Estimate that the annexed timeline containing the terms and conditions for the purchase and development of 11-15 King Street is appropriate and is in the best interests of the City of Middletown, and it is further

RESOLVED, that the Council hereby approves the aforesaid timeline, including the terms and conditions set forth therein, and the sale of 11-15 King Street to the Purchaser in accordance therewith, and it is further

RESOLVED that the Mayor, subject to approval by the Corporation Counsel, is authorized to execute any documents necessary for the implementation of the timeline and purchase and development of 11-15 King Street.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE FOLLOWING WAS PRESENTED

By Ald. Burr

Sec'd by Ald.

Date of Adoption 12-07-21

Index No:

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

RESOLVED; that the Common Council of the City of Middletown amends the City Code of the City of Middletown Chapter 30, Common Council, Section 30-2, time and place of regular meetings to change the time of the Common Council Meeting from 8:00 p.m. to 7:00 p.m. in the following manner:

The regular meeting of the Common council shall be held on the first and third Tuesday of each month at 7:00 p.m. in the common Council Chambers, City Hall. When a regular meeting of the Common Council shall fall on a legal holiday, such meeting shall be held on the forst business day thereafter unless otherwise ordered.

This resolution shall take effect starting at the January 18, 2022 Common Council meeting.

CITY OF MIDDLETOWN, NEW YORK
COMMON COUNCIL
RECORD OF VOTE

THE AUDIT OF THE COMMON COUNCIL

By Alderman Masi

Sec'd by Alderman

Date of Adoption: 12-07-21

NAMES	AYES	NOES	ABSTAIN	ABSENT
Ald. Ramkissoon				
Ald. Tobin				
Ald. Kleiner				
Ald. Johnson				
Ald. Jean-Francois				
Ald. Burr				
Ald. Green				
Ald. Masi				
Pres. Rodrigues				
TOTAL				

I MOVE THE ACCOUNTS BE AUDITED, THE CLAIMS ADJUSTED AND THE TREASURER BE AUTHOIZIED TO ISSUE WARRENTS FOR THEIR PAYMENTS